RESOLUTION NO. 1-2026

A RESOLUTION OF THE BOROUGH OF MANHEIM, LANCASTER COUNTY, APPOINTING THE CHIEF ADMINISTRATIVE OFFICER, SECRETARY, AND ASSITANT TREASURER FOR MANHEIM BOROUGH.

BE IT RESOLVED by the Borough Council of the Borough of Manheim, Lancaster County, Pennsylvania, and it is hereby resolved by the authority of the same as follows:

WHEREAS, it is the intention of the Manheim Borough Council to appoint the Borough Manager, Joel Mutschler, to be the Chief Administrative Officer, Secretary, and Assistant Treasurer for the Borough.

NOW, THEREFORE, it is hereby resolved by the Borough Council of Manheim Borough that the Chief Administrative Officer, Secretary, and Assistant Treasurer for Manheim Borough from January 5th, 2026, through the date of the Reorganization Meeting to be held in January of 2028, unless changed by Resolution of the Borough Council, shall be the Borough Manager, Joel Mutschler.

All resolutions or parts of resolutions inconsistent with this Resolution are hereby repealed insofar, but only insofar, as the same are inconsistent herewith.

Attest	: <u> </u>
	Joel Mutschler, Borough Secretary
	Borough of Manheim
Ву: _	
	Council President
	Borough of Manheim

RESOLUTION NO. 2-2026

A RESOLUTION OF THE BOROUGH OF MANHEIM, LANCASTER COUNTY, APPOINTING THE TREASURER AND CHIEF ADMINISTRATIVE OFFICER FOR PENSION PLANS FOR MANHEIM BOROUGH.

BE IT RESOLVED by the Borough Council of the Borough of Manheim, Lancaster County, Pennsylvania, and it is hereby resolved by the authority of the same as follows:

WHEREAS, it is the intention of the Manheim Borough Council to appoint Jessica Trowbridge, Borough Financial Director, to be the Treasurer and Chief Administrative Officer for Pension Plans for the Borough.

NOW, THEREFORE, it is hereby resolved by the Borough Council of Manheim Borough that the Financial Director, Treasurer, and the Chief Administrative Officer for Pension Plans for Manheim Borough from January 5th, 2026, through the date of the Reorganization Meeting to be held in January of 2028, unless changed by Resolution of the Borough Council, shall be Jessica Trowbrige.

All resolutions or parts of resolutions inconsistent with this Resolution are hereby repealed insofar, but only insofar, as the same are inconsistent herewith.

Attest	
	Joel Mutschler, Borough Secretary
	Borough of Manheim
D.,,	
By: _	C '1 D '1 4
	Council President
	Borough of Manheim

RESOLUTION NO. 3-2026

A RESOLUTION OF THE BOROUGH OF MANHEIM, LANCASTER COUNTY, APPOINTING THE CODE ENFORCEMENT OFFICER FOR MANHEIM BOROUGH WHICH SHALL INCLUDE ALL OF THE OFFICIAL TITLES AND DESIGNATIONS PROVIDED IN THE APPLICABLE CODES.

BE IT RESOLVED by the Borough Council of the Borough of Manheim, Lancaster County, Pennsylvania, and it is hereby resolved by the authority of the same as follows:

WHEREAS, it is the intention of Manheim Borough to appoint an individual to serve the Borough in the capacity of Code Enforcement and Compliance Officer, Zoning Officer, Flood Plain Administrator, and Housing Officer;

NOW, THEREFORE, it is hereby resolved by the Borough Council of Manheim Borough that the Code Enforcement and Compliance Officer, Zoning Officer, Flood Plain Administrator, and Housing Officer for Manheim Borough effective January 5th, 2026 through the date of the Reorganization Meeting to be held in January of 2028, unless changed by Resolution of the Borough Council, shall be Leslie Rhoad.

Attest	:
	Joel Mutschler, Borough Secretary
	Borough of Manheim
By: _	
_	Council President
	Borough of Manheim

RESOLUTION NO. 4-2026

A RESOLUTION OF THE BOROUGH COUNCIL OF THE BOROUGH OF MANHEIM, LANCASTER COUNTY, PENNSYLVANIA, DESIGNATING THE BOROUGH BUILDING CODE OFFICIAL AND AUTHORIZING THE USE OF CERTIFIED THIRD-PARTY AGENCIES FOR PLAN REVIEW AND INSPECTION SERVICES.

BE IT RESOLVED by the Borough Council of the Borough of Manheim, Lancaster County, Pennsylvania, and it is hereby resolved by the authority of the same as follows:

WHEREAS, the Borough of Manheim is required by the Pennsylvania Uniform Construction Code (UCC), 34 Pa. Code §401.1 et seq., to designate a Building Code Official (BCO) who shall have the authority to administer and enforce the UCC within the Borough; and

WHEREAS, the Borough desires to appoint a BCO to serve as the authority of record, to coordinate with certified third-party agencies for building plan reviews and inspections, and to maintain official Borough records of permits, approvals, and enforcement actions; and

WHEREAS, the Borough further desires to authorize more than one certified third-party agency to provide UCC plan review and inspection services, in order to give applicants greater flexibility and choice while maintaining Borough oversight.

WHEREAS, the Borough further desires to authorize more than one certified third-party agency to provide UCC plan review and inspection services, in order to give applicants greater flexibility and choice while maintaining Borough oversight.

NOW, THEREFORE BE IT RESOLVED, by the Borough Council of the Borough of Manheim, Lancaster County, Pennsylvania, as follows:

1. Appointment of Building Code Official

- Leslie Rhoads, Codes & Zoning Compliance Officer, is hereby appointed as the Building Code Official (BCO) of the Borough of Manheim.
- The BCO shall serve as the Borough's official authority under the UCC, responsible for the administration, recordkeeping, and enforcement of the Code.

2. Delegation to Certified Third-Party Agencies

- The BCO is authorized to engage and coordinate with one or more certified third-party agencies duly licensed by the Pennsylvania Department of Labor & Industry to perform UCC plan review and inspection services.
- The BCO shall maintain a current list of all Borough-approved third-party agencies.

2. Scope of Responsibilities

The BCO shall:

- Receive and process building permit applications.
- Assign applications to an approved third-party agency (based on customer preference) for technical review and inspection.
- Maintain all Borough records of permits, approvals, and certificates of occupancy.
- Rely upon the certifications of approved third-party agencies for plan compliance and inspections.
- Exercise enforcement authority as provided under the UCC, including issuance of stop-work orders and violation notices, as necessary.

3. Effective Date

• This Resolution shall take effect immediately upon adoption.

Attes	t:
	Joel Mutschler, Borough Secretary
	Borough of Manheim
By: _	
_	Council President
	Borough of Manheim

RESOLUTION NO. 5-2026

A RESOLUTION OF THE BOROUGH OF MANHEIM, LANCASTER COUNTY, APPOINTING THE BOROUGH ENGINEERING FIRM FOR MANHEIM BOROUGH AND ESTABLISHING THE FEE SCHEDULE FOR THE BOROUGH ENGINEERING FIRM.

BE IT RESOLVED by the Borough Council of the Borough of Manheim, Lancaster County, Pennsylvania, and it is hereby resolved by the authority of the same as follows:

WHEREAS, it is the intention of Manheim Borough to appoint the firm of Lancaster Civil Engineering Company, Inc., to serve at the pleasure of the Borough Council as the Borough Engineering Firm for the Borough and to establish the fees of the Borough Engineering Firm.

NOW, THEREFORE, it is hereby resolved by the Borough Council of Manheim Borough that the Borough Engineering Firm for Manheim Borough from January 5th, 2026, through the date of the Reorganization Meeting to be held in January of 2028, unless changed by Resolution of the Borough Council, shall be Lancaster Civil Engineering Company, Inc.

The fees for the Borough Engineering Firm are attached. The fees to be charged to applicants shall be as stated in the attachment unless changed by Resolution of the Borough Council.

Attes	t:	
	Joel Mutschler, Borough Secretary	
	Borough of Manheim	
By: _		
	Council President	
	Borough of Manheim	

LANCASTER CIVIL ENGINEERING CO.

2026 BILLING RATES

Benjamin S. Craddock, PE – Principal/Sr. Engineer \$140.00 per hour TJ Acosta, PE – Project Engineer \$129.00 per hour Joshua D. Brengel, MS – Project Manager \$121.00 per hour Michael K. Rogers – Engineering Technician \$85.00 per hour

DIRECT EXPENSES

Outside printing and reproduction Cost + 0%Subconsultants Cost + 0%Mileage No cost



RESOLUTION NO. 6-2026

A RESOLUTION OF THE BOROUGH OF MANHEIM, LANASTER COUNTY, APPOINTING THE CODE ENFORCEMENT OFFICER FOR THE STORM WATER MANAGEMENT ORDINANCE (ORD. 640).

BE IT RESOLVED by the Borough Council of the Borough of Manheim, Lancaster County, Pennsylvania, and it is hereby resolved by the authority of the same as follows:

WHEREAS, it is the intention of Manheim Borough to appoint Benjamin Craddock, PE and the firm of Lancaster Civil Engineering Company, Inc. to serve at the pleasure of the Borough Council as the Code Enforcement Officer for the Storm Water Management Ordinance (Ord. 640);

NOW, THEREFORE, it is hereby resolved by the Borough Council of Manheim Borough that the Code Enforcement Officer for the Storm Water Management Ordinance (Ord. 640) for Manheim Borough effective from January 5th, 2026 through the date of the Reorganization Meeting to be held in January of 2028, unless changed by Resolution of the Borough Council, shall be Benjamin Craddock, PE and the firm of Lancaster Civil Engineering Company, Inc.

Attest:	
	Joel Mutschler, Borough Secretary
	Borough of Manheim
By:	
	Council President
	Borough of Manheim

RESOLUTION NO. 7-2026

A RESOLUTION OF THE BOROUGH OF MANHEIM, LANCASTER COUNTY, APPOINTING THE BOROUGH SEWAGE ENFORCEMENT OFFICER FOR MANHEIM BOROUGH AND ESTABLISHING THE FEE SCHEDULE FOR THE BOROUGH SEWAGE ENFORCEMENT OFFICER.

BE IT RESOLVED by the Borough Council of the Borough of Manheim, Lancaster County, Pennsylvania, and it is hereby resolved by the authority of the same as follows:

WHEREAS, it is the intention of Manheim Borough to appoint Jeremy Bentz, SEO to serve at the pleasure of the Borough Council as the Borough Sewage Enforcement Officer (SEO) for the Borough and to establish the fees of the Borough SEO;

NOW, THEREFORE, it is hereby resolved by the Borough Council of Manheim Borough that the Borough SEO for Manheim Borough from January 5th, 2026, through the date of the Reorganization Meeting to be held in January of 2028, unless changed by Resolution of the Borough Council, shall be Jeremy Bentz, SEO.

The fees to be charged to applicants shall be as stated in the Manheim Borough Fee Schedule as adopted by resolution.

Attes	t:
	Joel Mutschler, Borough Secretary
	Borough of Manheim
By: _	
	Council President
	Borough of Manheim



September 30, 2025

Manheim Borough Attn: Joel Mutschler, Borough Manager 15 E. High St Manheim, PA 17545

RE: Sewage Enforcement

Dear Mr. Mutschler,

I am thankful to have had the opportunity to serve as your Borough Sewage Enforcement Officer for the past year. As 2025 comes to an end, I would like to request that I continue to serve as the Manheim Borough SEO for the upcoming year. I take pride in providing prompt assistance in a respectful manner to each municipality, it's residents and local contractors as I understand the challenges that they face to meet current DEP regulations.

I have enclosed a copy of my proposed fee schedule for 2026 for your review. If you have any questions, would like additional information or want to schedule a meeting, please feel free to contact me at JBEnviroS@gmail.com or the contact info above.

Sincerely,

Jeremy I. Bentz

Sewage Enforcement Officer

ার্থা**√ছিটি** 001 **03** 2025



Fees and Method of Compensation – 2026 Sewage Enforcement Officer Services

Probes\$160/lot per visit up to 3 probes/lot; thereafter \$50/probe
Perc Tests (excluding digging of holes) \$350 per perc test up to six holes/tests for primary areas \$300 per perc test up to six holes/tests for alternate area if tested at same time as primary area Perc Test Observation (perc test performed by certified SEO hired by applicant) \$350 per perc test for full test observation of primary area test \$300 per perc test for full test observation of alt. test, if tested at the same time as primary area
Perc Test Holes (dug upon request of applicant)\$125 per six (6) hole test
Application, Design Review, Permit Issuance, Final Inspection: On-lot system permit (sand mound, inground, at-grade) \$370.00 Micromound, Drip or Spray Irrigation \$525.00 System Repair \$190.00 Additional Inspections due to Non-Conformities \$115/each Additional Design Reviews due to Non-Conformities \$100/each
DEP Planning Requirement Reviews (Form B's, Exceptions, Modules)Hourly Rate \$72/hr
Rate for all other sewage enforcement related work not included in above list

Jeremy Bentz, sewage enforcement officer #03065

RESOLUTION NO. 8-2026

A RESOLUTION OF THE BOROUGH OF MANHEIM, LANCASTER COUNTY, APPOINTING THE BOROUGH SOLICITOR/LEGAL FIRM FOR MANHEIM BOROUGH.

BE IT RESOLVED by the Borough Council of the Borough of Manheim, Lancaster County, Pennsylvania, and it is hereby resolved by the authority of the same as follows:

WHEREAS, it is the intention of Manheim Borough to appoint the firm of Kozloff Stoudt Attorneys to serve at the pleasure of the Borough Council as the Borough Solicitor/Legal Firm for the Borough.

NOW, THEREFORE, it is hereby resolved by the Borough Council of Manheim Borough that the Borough Solicitor/Legal Firm for Manheim Borough from January 5th, 2026, through the date of the Reorganization Meeting to be held in January of 2028, unless changed by Resolution of the Borough Council, shall be Kozloff Stoudt Attorneys.

Attest	<u>:</u>
	Joel Mutschler, Borough Secretary
	Borough of Manheim
By: _	
	Council President
	Borough of Manheim

RESOLUTION NO. 9-2026

A RESOLUTION OF THE BOROUGH OF MANHEIM, LANCASTER COUNTY, APPOINTING THE OPEN RECORDS OFFICERS FOR MANHEIM BOROUGH.

BE IT RESOLVED by the Borough Council of the Borough of Manheim, Lancaster County, Pennsylvania, and it is hereby resolved by the authority of the same as follows:

WHEREAS, it is the intention of the Manheim Borough Council to appoint a Primary and Alternate Open Records Officer for all non-police matters, and to appoint a Primary and Alternate Open Records Officer for all police matters, for the Borough.

NOW, THEREFORE, it is hereby resolved by the Borough Council of Manheim Borough that from January 5th, 2026 through the date of the Reorganization Meeting to be held in January of 2028, unless changed by Resolution of the Borough Council, that the Primary Open Records Officers for Manheim Borough shall be Borough Manager, Joel Mutschler for all non-police matters, and Jason Riggle for all police matters, and that the Alternate Open Records Officers for Manheim Borough shall be Treasurer, Jessica Trowbridge for all non-police matters, and Detective Aaron Szulborski for all police matters.

All resolutions or parts of resolutions inconsistent with this Resolution are hereby repealed insofar, but only insofar, as the same are inconsistent herewith.

Attes	t:
	Joel Mutschler, Borough Secretary
	Borough of Manheim
By:	
	Council President
	Borough of Manheim

RESOLUTION NO. 10-2026

A RESOLUTION OF THE BOROUGH OF MANHEIM, LANCASTER, COUNTY, PENNSYLVANIA AUTHORIZING THE RETENTION OF POLICE RECORDS

BE IT RESOLVED, by the Borough Council of the Borough of Manheim, Lancaster County, that:

WHEREAS, by virtue of Resolution No. 13-2023, Manheim Borough declared its intent to follow the schedules and procedures for the disposition of records as set forth in the Municipal Records Manual approved December 16, 2008, as amended; and

WHEREAS, in accordance with Act 428 of 1968, each individual act of disposition shall be approved by resolution of the governing body of the municipality;

NOW, THEREFORE, BE IT RESOLVED that the Borough

Council of the Borough of Manheim, Lancaster County, Pennsylvania, in accordance with the above cited Municipal Records Manual, hereby authorizes the disposition of the following public records:

POLICE RECORDS

- 1. Officer Activity Logs 2023, 2024, 2025 (Retention period 3 years)
- 2. UCR Reporting Worksheets 2024, 2025 (Retention period 2 years)
- 3. Parking Tickets 2025 (Retention period 1 year)
- 4. DJ Fines & Costs Reports 2023, 2024, 2025 (Retention period 3 years)
- 5. News Releases 2023, 2024, 2025 (Retain as long as of administrative value)
- 6. Traffic Citations 2023, 2024, 2025 (Retention period 3 years)
- 7. Non-Traffic Citations 2023, 2024, 2025 (Retention period 3 years)
- 8. Record check forms 2024, 2025 (Retention period 2 years)
- 9. Abandoned Vehicle forms 2024, 2025 (Retention period 2 years)

DULY ADOPTED this 5th day of January 2026, by the Borough Council of the Borough of Manheim, Lancaster County, Pennsylvania, in a lawful session duly assembled.

Attest	
	Joel Mutschler, Borough Secretary Borough of Manheim
By:	
	Council President
	Borough of Manheim

RESOLUTION NO. 11-2026

A RESOLUTION OF THE BOROUGH OF MANHEIM, LANCASTER COUNTY, P PENNSYLVANIA AUTHORIZING THE RETENTION OF BOROUGH RECORDS

BE IT RESOLVED by the Borough Council of the Borough of Manheim, Lancaster County, that:

WHEREAS, by virtue of Resolution No. 13- 2016, Manheim Borough declared its intent to follow the schedules and procedures for the disposition of records as set forth in the Municipal Records Manual approved December 16, 2008, as amended; and

WHEREAS, in accordance with Act 428 of 1968, each individual act of disposition shall be approved by resolution of the governing body of the municipality;

NOW, THEREFORE, BE IT RESOLVED that the Borough Council of the Borough of Manheim, Lancaster County, Pennsylvania, in accordance with the above cited Municipal Records Manual, hereby authorizes the disposition of the following public records:

GENERAL FINANCIAL AND PURCHASING RECORDS (ALL FUNDS)

- 1. Accounts Payable Files and Ledgers (7-year retention) -2019 and prior
- 2. Accounts Receivable Files and Ledgers (7-year retention) 2019 and prior
- 3. Bank Statements and Reconciliations (3-year retention) -2023 and prior
- 4. Bills (7-year retention) 2019 and prior
- 5. Cancelled Checks (7-year retention) -2019 and prior
- 6. Check Registers (7-year retention) -2019 and prior
- 7. Daily Cash Records (3-year retention) -2023 and prior
- 8. Deposit Slips (3-year retention) -2023 and prior
- 9. Invoices (7-year retention) -2019 and prior

PAYROLL RECORDS

- 1. Cancelled Payroll Checks (7-year retention) -2019 and prior
- 2. Timecards and Attendance Records (3-year retention) -2023 and prior
- 3. Wage and Tax Statements (4-year retention after due date of tax) -2022 and prior

TAX COLLECTION & ASSESSMENT RECORDS

- 1. Tax Bills, Paid Receipts (2-year retention) -2024 and prior
- 2. Tax Collectors Reports (10-year retention) -2016 and prior

ADMINISTRATIVE & LEGAL RECORDS

- 1. Ethics Commission Statements of Financial Interest (5-year retention period) 2021 and prior
- 2. Insurance Claims and Policies (6-year retention of claims after final settlement, 6-year retention of policies after expiration, provided all claims have been settled) 2020 and prior
- 3. Public Hearing Notices & Proof of Publication (10-year retention) -2016 and prior

- 4. Bids, Proposals, Price Quotations and Qualified Contractor Memoranda (If successful, 6-year retention after termination of contracts) -2020 and prior
- 5. Bids, Proposals, Price Quotations and Qualified Contractor Memoranda (If unsuccessful, 3-year retention after job completion) -2023 and prior
- 6. Hazardous Substance Survey Forms and Material Safety Data Sheets (30-year retention if used as health and exposure record for employee involved in as specific incident and 30-year retention after termination of employee) 1996 and prior
- 7. Municipal Lien Files (1 year retention after satisfaction) -2025 and prior
- 8. Right To Know Law Requests (2-year retention) 2024 and prior

PUBLIC WORKS/ENGINEERING RECORDS

- 1. Public Works and Engineering Records (5-year retention) -2021 and prior
- 2. Street Records: Street Cut/Excavation Permits (5-year retention) -2021 and prior

PLANNING & BUILDING/ZONING CODE ENFORCEMENT RECORDS

1. Building Permits and Applications (public assembly places records retained until structure is demolished, 5-year retention for other structures after Certificate of Occupancy has been issued or 5 years after final approval of project. Contact State Archives regarding historical value) -2021 and prior

DULY ADOPTED this 5th day of January 2026, by the Borough Council of the Borough of Manheim, Lancaster County, Pennsylvania, in a lawful session duly assembled.

Attes	st:
	Joel Mutschler, Borough Secretary
	Borough of Manheim
By:	
• -	Council President
	Borough of Manheim

RESOLUTION NO. 12-2026

A RESOLUTION OF THE BOROUGH OF MANHEIM, LANCASTER COUNTY, DESIGNATING BANKS AND SAVINGS AND LOANS AS DEPOSITORIES OF BOROUGH FUNDS THE BOROUGH OF MANHEIM

BE IT RESOLVED by the Borough Council of the Borough of Manheim, Lancaster County, Pennsylvania, and it is hereby resolved by the authority of the same as follows:

WHEREAS, in accordance with the Pennsylvania Borough Code, Manheim Borough must declare its bank depositories; and

WHEREAS, Manheim Borough intends to authorize Signatories for checks and associated bank documents;

NOW, THEREFORE, be it resolved by the Borough Council of the Borough of Manheim, Lancaster County, Pennsylvania, and it is hereby resolved by the authority of the same as follows from January 5th, 2026, through the date of the Reorganization Meeting to be held in January of 2028, unless changed by Resolution of the Borough Council:

The depositories for the Borough of Manheim shall be: Fulton Bank and its branch offices, and; Pennsylvania Local Government Investment Trust (PLGIT), and; Charles Schwab Trust and its branch offices, and; PNC Advisor Financial Services Group and its branch offices.

The Signatories for checks associated with the bank accounts of the Borough shall be two of the following: Borough Manager/Assistant Treasurer, Borough Council President, Borough Council Vice President. The Treasurer shall be an authorized signatory for bank documents related to account access, online banking, and associated bank and account information, but shall not be authorized to sign checks.

All resolutions or parts of resolutions inconsistent with this Resolution are hereby repealed insofar, but only insofar, as the same are inconsistent herewith.

Attes	st:	
	Joel Mutschler, Borough Secretary	
	Borough of Manheim	
By:		Bv:
Бу. ₋	Council President	Council Vice-President
	Borough of Manheim	Borough of Manheim

RESOLUTION 13-2026

A RESOLUTION OF THE BOROUGH OF MANHEIM, LANCASTER COUNTY, AUTHORIZING THE PREPARATION AND DISTIBUTION OF PAYROLL CHECKS AND BILL PAYMENTS BETWEEN REGULARLY SCHEDULED MEETINGS.

BE IT RESOLVED, by the Borough Council of the Borough of Manheim, Pennsylvania, to preauthorize the preparation and distribution of payroll and necessary bill payment checks for periods which occur between regular meetings of the Council from January 5th, 2026, through the date of the Reorganization Meeting to be held in January of 2028, unless changed by Resolution of the Borough Council.

Said checks shall be executed in the same manner as similar checks signed at regularly scheduled Council meetings.

Attes	st:	
	Joel Mutschler, Borough Secretary	
	Borough of Manheim	
By: _		
	Council President	
	Borough of Manheim	

RESOLUTION NO. 14-2026

A RESOLUTION OF THE BOROUGH OF MANHEIM, LANCASTER COUNTY, APPOINTING THE BOROUGH PENSION PLANS (NON-UNIFORM AND POLICE) ACTUARY FOR MANHEIM BOROUGH.

BE IT RESOLVED by the Borough Council of the Borough of Manheim, Lancaster County, Pennsylvania, and it is hereby resolved by the authority of the same as follows:

WHEREAS, it is the intention of Manheim Borough to appoint the firm of Conrad Siegel to serve at the pleasure of the Borough Council as the Borough Actuary for the Borough's Non-Uniform and Police Pension Plans;

NOW, THEREFORE, it is hereby resolved by the Borough Council of Manheim Borough that the Borough Auditor for Manheim Borough from January 5th, 2026, through December 31, 2028, unless changed by Resolution of the Borough Council, shall be Conrad Siegel.

Attes	t:
	Joel Mutschler, Borough Secretary
	Borough of Manheim
Ву: _	
	Council President
	Borough of Manheim
By:	
_	Scot Funk, Mayor
	Borough of Manheim

RESOLUTION NO. 15-2026

A RESOLUTION OF THE BOROUGH OF MANHEIM, LANCASTER COUNTY, APPOINTING THE BOROUGH AUDITOR FOR MANHEIM BOROUGH.

BE IT RESOLVED by the Borough Council of the Borough of Manheim, Lancaster County, Pennsylvania, and it is hereby resolved by the authority of the same as follows:

WHEREAS, it is the intention of Manheim Borough to appoint the firm of Zelenkofske Axelrod LLC to serve at the pleasure of the Borough Council as the Borough Auditor for the Borough;

NOW, THEREFORE, it is hereby resolved by the Borough Council of Manheim Borough that the Borough Auditor for Manheim Borough from January 5th, 2026, through the date of the Reorganization Meeting to be held in January of 2028, unless changed by Resolution of the Borough Council, shall be Zelenkofske Axelrod LLC.

Attest	<u>:</u>
	Joel Mutschler, Borough Secretary
	Borough of Manheim
By: _	
	Council President
	Borough of Manheim

RESOLUTION NO. 16-2026

A RESOLUTION OF THE BOROUGH COUNCIL OF THE BOROUGH OF MANHEIM, LANCASTER COUNTY, PENNSYLVANIA, APPOINTING THE COUNTY OF LANCASTER TREASURER TO COLLECT THE REAL ESTATE TAX IMPOSED BY THE BOROUGH OF MANHEIM FOR THE YEARS 2025 AND 2026

BE IT RESOLVED by the Borough Council of the Borough of Manheim, Lancaster County, Pennsylvania, as follows:

- <u>Section 1.</u> The Borough Council of the Borough of Manheim hereby appoints Lancaster County, Pennsylvania, Treasurer as the tax collector for the Borough of Manheim for the purpose of the collection of real estate taxes assessed by the Borough of Manheim for 2025 and 2026.
- Section 2. Borough Council of the Borough of Manheim authorizes the payment to Lancaster County of a fee in the amount of \$0.75 per municipal real estate tax bill collected, together with all postage expenses incurred by Lancaster County in the collection of the real estate tax.
- <u>Section 3.</u> The proper officers of the Borough of Manheim are hereby authorized to enter into such agreements as may be required to carry out the intent of this resolution.

DULY ADOPTED this 5th day of January 2026, by Borough Council of the Borough of Manheim, Lancaster County, Pennsylvania, in lawful session duly assembled.

Attest	<u> </u>
	Joel Mutschler, Borough Secretary
	Borough of Manheim
By: _	
	Council President
	Borough of Manheim

RESOLUTION NO. 17-2026

A RESOLUTION OF THE BOROUGH OF MANHEIM, LANCASTER COUNTY, ADOPTING GENERAL RULES AND REGULATIONS NECESSARY FOR THE GENERAL CONDUCT OF BOROUGH BUSINESS AND MAINTENANCE OF ORDER

BE IT RESOLVED by the Borough Council of the Borough of Manheim, Lancaster County, Pennsylvania, and it is hereby resolved by the authority of the same as follows:

WHEREAS, section 1006 of the Pennsylvania Borough Code provides for Borough Councils to adopt, by official action, the rules and regulations necessary for the conduct of its business and the maintenance of order;

NOW, THEREFORE, be it resolved that:

The Borough Council of Manheim Borough, Lancaster County, of the Commonwealth of Pennsylvania shall adopt the following:

Council Authority

The authority of Borough Council shall be exercised only as a body at a duly advertised public meeting. No individual Council Member, including the Council President, shall have authority to bind the Borough, direct Borough staff, or establish policy except through official Council action or as expressly authorized by this Resolution or applicable law.

Council President

The Council President shall preside at meetings of Borough Council and shall rule on matters of procedure and order, subject to appeal by Council. The Council President shall serve as the primary liaison between Borough Council and the Borough Manager for routine governance matters.

Borough Manager Authority

The Borough Manager is the chief administrative officer of the Borough and is responsible for the day-to-day administration of Borough operations, supervision of Borough staff, and implementation of policies adopted by Borough Council.

In emergency situations involving immediate threats to life, property, public safety, or continuity of Borough operations, the Borough Manager may take necessary administrative action, with prompt notice to Borough Council.

Capital Expenditure Policy

As authorized on November 10, 2015, and approved on November 24, 2015, the Capital Expenditure Policy is hereby reaffirmed. For purposes of this policy, a capital expenditure is defined as an expenditure for any item with a value of ten thousand dollars (\$10,000) or more, whether purchased, leased, or otherwise acquired. Approval by Borough Council at a duly advertised public meeting shall be required prior to such expenditure.

Non-Capital Expenditures

Subject to all applicable laws, rules, and regulations, including bidding requirements, expenditures not defined as capital expenditures may be made by the Borough Manager or Police Chief in accordance with the budget adopted by Borough Council.

Solicitor Contact

All contact by Council Members and the Mayor with the Borough Solicitor shall be made through the Borough Manager unless otherwise authorized by Borough Council.

Staff Contact

All non-emergency contact by Council Members and the Mayor with Borough staff shall be made through the Borough Manager. In emergency situations, direct contact is permitted, with notice provided to the Borough Manager as soon as practicable.

Agenda Preparation

The Borough Manager shall prepare agendas for Borough Council meetings in consultation with the Council President. Requests for agenda items shall be submitted in advance of established deadlines.

Public Meetings and Order

The Council President is authorized to take reasonable steps to maintain order during public meetings, including enforcing rules of decorum, time limits, and relevance of remarks, and recessing meetings when necessary to preserve order.

Public comment shall be permitted in accordance with rules adopted by Borough Council governing time, scope, and conduct.

Right to Know Requests and Confidentiality

All requests made pursuant to the Pennsylvania Right to Know Law shall be processed by the designated Open Records Officer in accordance with law.

Council Members and Borough officials shall maintain confidentiality of executive session discussions and attorney client communications as required by law.

After Hours Access to Borough Facilities

Administrative Office

The Borough Council President shall have access to the Administrative Office outside of normal business hours, subject to applicable law, security controls, and coordination with Borough staff.

Police Office

The Mayor shall have access to the Police Office outside of normal business hours, subject to applicable law, security controls, and coordination with Borough staff.

All prior resolutions, rules, or practices inconsistent with this Resolution are hereby superseded.

EFFECTIVE DATE

This Resolution shall take effect immediately upon adoption.

Attes	t:
	Joel Mutschler, Borough Secretary
	Borough of Manheim
By: _	
	Council President
	Borough of Manheim

RESOLUTION NO. 18-2026

A RESOLUTION OF THE BOROUGH OF MANHEIM, LANCASTER COUNTY, AUTHORIZING MANHEIM FIRE DEPARTMENT TO PROVIDE FIRE PROTECTION AND RELATED SERVICES FOR THE PROPERTIES AND PERSONS OF THE BOROUGH OF MANHEIM

BE IT RESOLVED by the Borough Council of the Borough of Manheim, Lancaster County, Pennsylvania, and it is hereby resolved by the authority of the same as follows:

WHEREAS, it is the intention of the Borough Council of the Borough of Manheim, Lancaster County, Pennsylvania, to ensure the public safety of the residents of Manheim Borough in the area of fire and related protection service.

NOW, THEREFORE, be it resolved by the Borough Council of the Borough of Manheim, Lancaster County, Pennsylvania, and it is hereby resolved by the authority of the same as follows:

The Manheim Fire Department is authorized to provide such services to the municipality as may be necessary for the protection of the health and welfare of persons located within the Borough of Manheim and respond to out-of-jurisdiction calls that include but are not limited to the extinguishment of fires and prevention of loss of life and property from fire and also the extinguishment and prevention of fires associated with, but not limited to, automobile accidents, medical emergencies, hazardous materials incidents, and other situations which require firefighting and related services from January 5th, 2026 through the date of the Reorganization Meeting to be held in January of 2028.

All resolutions or parts of resolutions inconsistent with this Resolution are hereby repealed insofar, but only insofar, as the same are inconsistent herewith.

Attes	t:
	Joel Mutschler, Borough Secretary
	Borough of Manheim
By: _	
	Council President
	Borough of Manheim

RESOLUTION NO. 19-2026

A RESOLUTION OF THE BOROUGH OF MANHEIM, LANCASTER COUNTY, AUTHORIZING PENN STATE HEALTH LIFE LION LLC EMS TO PROVIDE EMERGENCY MEDICAL SERVICE FOR THE PROPERTIES AND PERSONS OF THE BOROUGH OF MANHEIM

BE IT RESOLVED by the Borough Council of the Borough of Manheim, Lancaster County, Pennsylvania, and it is hereby resolved by the authority of the same as follows:

WHEREAS, it is the intention of the Borough Council of the Borough of Manheim, Lancaster County, Pennsylvania, to ensure the public safety of the residents of Manheim Borough in the area of emergency medical transport services.

NOW, THEREFORE, be it resolved by the Borough Council of the Borough of Manheim, Lancaster County, Pennsylvania, and it is hereby resolved by the authority of the same as follows:

Penn State Health Life Lion LLC EMS is authorized to provide such services to the municipality as may be necessary for the protection of the health and welfare of persons located within the Borough of Manheim and respond to out-of-jurisdiction calls that include but are not limited to the prevention of loss of life and response to medical emergencies beginning January 5th, 2026 and continuing until such date as determined and adopted by a future Resolution of Borough Council.

All resolutions or parts of resolutions inconsistent with this Resolution are hereby repealed insofar, but only insofar, as the same are inconsistent herewith.

DULY ADOPTED as a Motion unanimously approved by the Borough Council of the Borough of Manheim, Lancaster County, Pennsylvania in lawful session duly assembled on July 25, 2023, and as a Resolution by the Borough Council of the Borough of Manheim, Lancaster County, Pennsylvania, in lawful session duly assembled on August 8, 2023, and re-affirmed in this Resolution by the Borough Council of the Borough of Manheim, Lancaster County, Pennsylvania, in lawful session duly assembled this 5th day of January, 2026.

Attest	•
	Joel Mutschler, Borough Secretary
	Borough of Manheim
By: _	
	Council President
	Borough of Manheim

RESOLUTION NO. 20-2026

A RESOLUTION OF THE BOROUGH OF MANHEIM, LANASTER COUNTY, PROVIDING FOR THE APPOINTMENT OF RESIDENTS OF THE BOROUGH OF MANHEIM AND THE TOWNSHIPS OF RAPHO AND PENN TO FILL VACANCIES IN THE POSITIONS ON THE MANHEIM AREA WATER AND SEWER AUTHORITY

WHEREAS, the Manheim Borough Council desires to appoint residents of the Borough of Manheim and the Townships of Rapho and Penn to fill the vacancies left in appointive office by resignations and expiration of terms, such appointees to serve either the balance of an unexpired term or to serve a full term, as noted below.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of Manheim Borough, Lancaster County, Pennsylvania, that it is hereby resolved by authority of the same:

SECTION 1. The following citizens were previously approved and appointed to serve as members of the Manheim Area Water and Sewer Authority:

Robert Miller, whose term shall expire on December 31, 2029 (Manheim Borough)

John Haldeman, whose term shall expire on December 31, 2029 (Rapho Township)

Bob Swayne, whose term shall expire on December 31, 2026 (Manheim Borough)

Bryan Pastor - term to expire on December 31, 2026 (Manheim Borough)
Barbara Horst, whose term shall expire on December 31, 2027 (Penn Township)
Mike Connelly, whose term shall expire on December 31, 2027 (Manheim Borough)

Randy Lauver (Manheim Borough) – Term expiring December 31, 2027

SECTION 2. All resolutions or parts of resolutions inconsistent with this Resolution are hereby superseded.

Attes	st:
	Joel Mutschler, Borough Secretary
	Borough of Manheim
By: _	
	Council President
	Borough of Manheim

RESOLUTION NO. 21-2026

A RESOLUTION OF THE BOROUGH OF MANHEIM, LANCASTER COUNTY, PROVIDING FOR THE APPOINTMENT OF RESIDENTS OF THE BOROUGH OF MANHEIM TO FILL VACANCIES IN THE POSITIONS ON THE ZONING HEARING BOARD

WHEREAS, the Manheim Borough Council desires to appoint residents of the Borough of Manheim to fill the vacancies left in appointive office by resignations and expiration of terms, such appointees to serve either the balance of an unexpired term or to serve a full term, as noted below.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of Manheim Borough, Lancaster County, Pennsylvania, that it is hereby resolved by authority of the same:

SECTION 1. The following citizens were previously approved and appointed to serve as members of the Manheim Borough Zoning Hearing Board:

Bernard Shimko, whose term expires December 31, 2028 Shawn Hayduk, whose term expires December 31, 2026 Dale Peters, whose term expires December 31, 2028 James Williams, whose term expires on December 31, 2028

SECTION 2. All resolutions or parts of resolutions inconsistent with this Resolution are hereby superseded.

Attest:	
	Joel Mutschler, Borough Secretary
	Borough of Manheim
By:	
	Council President
	Borough of Manheim

RESOLUTION NO. 22-2026

A RESOLUTION OF THE BOROUGH OF MANHEIM, LANCASTER COUNTY, PROVIDING FOR THE APPOINTMENT OF RESIDENTS OF THE BOROUGH OF MANHEIM TO FILL THE POSITIONS ON THE PLANNING COMMISSION

WHEREAS, the Manheim Borough Council desires to appoint residents of the Borough of Manheim to fill the positions on the Borough Planning Commission, as noted below.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of Manheim Borough, Lancaster County, Pennsylvania, that it is hereby resolved by authority of the same:

SECTION 1. The following citizens were previously approved and appointed to serve as members of the Manheim Borough Planning Commission:

J. Michael Eshelman, whose term expires on December 31, 2027 Anthony Haldeman, whose term expires December 31, 2029 Claudia Zug, whose term expires December 31, 2028 Donna Hlavacek, whose term expires December 31, 2029 Andy Nelson, whose term expires December 31, 2026 Dave Wells, whose term expires December 31, 2026 Steve Gergely, whose term expires on December 31, 2027

SECTION 2. All resolutions or parts of resolutions inconsistent with this Resolution are hereby superseded.

Attes	t:
	Joel Mutschler, Borough Secretary
	Borough of Manheim
By: _	
	Council President
	Borough of Manheim

RESOLUTION NO. 23-2026

A RESOLUTION OF THE BOROUGH OF MANHEIM, LANCASTER COUNTY, PROVIDING FOR THE APPOINTMENT OF RESIDENTS OF THE BOROUGH OF MANHEIM TO FILL VACANCIES IN THE POSITIONS ON THE HISTORIC COMMISSION

WHEREAS, the Manheim Borough Council desires to appoint residents of the Borough of Manheim to fill the vacancies left in appointive office by resignations and expiration of terms, such appointees to serve either the balance of an unexpired term or to serve a full term, as noted below.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of Manheim Borough, Lancaster County, Pennsylvania, that it is HEREBY RESOLVED by authority of the same:

SECTION 1. The following citizens were previously approved and appointed to serve as members of the Manheim Borough Historic Commission:

Dennis Brennan, whose term shall expire on December 31, 2029 Brandon Hay, whose term shall expire on December 31, 2026 Deborah Kimmet, whose term shall expire on December 31, 2027 Sharry Theal, whose term shall expire December 31, 2028

SECTION 2. All resolutions or parts of resolutions inconsistent with this Resolution are hereby superseded.

Attest	•
	Joel Mutschler, Borough Secretary
	Borough of Manheim
By:	
	Council President
	Borough of Manheim

RESOLUTION NO. 24-2026

A RESOLUTION OF THE BOROUGH OF MANHEIM, LANCASTER COUNTY, PROVIDING FOR THE APPOINTMENT OF RESIDENTS OF THE BOROUGH OF MANHEIM TO FILL THE POSITIONS ON THE SHADE TREE COMMISSION

WHEREAS, the Manheim Borough Council desires to appoint residents of the Borough of Manheim to fill the positions on the Borough Shade Tree Commission, as noted below.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of Manheim Borough, Lancaster County, Pennsylvania, that it is hereby resolved by authority of the same and in accordance with Ordinance No. 524 adopted by the Borough Council of the Borough of Manheim 7-14-1992:

SECTION 1. The following citizens were previously appointed to serve as members of the Manheim Borough Shade Tree Commission:

Kelli Nachbar, whose term shall expire on December 31, 2026 Bryan Pastor, whose term shall expire on December 31, 2029 Randy Lauver, whose term shall expire on December, 2030

SECTION 2. All resolutions or parts of resolutions inconsistent with this Resolution are hereby superseded.

Attes	t:	
	Joel Mutschler, Borough Secretary	
	Borough of Manheim	
By:		
ъу	Council President	-
	Borough of Manheim	

RESOLUTION NO. 25-2026

A RESOLUTION OF THE BOROUGH OF MANHEIM, LANCASTER COUNTY, PROVIDING FOR THE APPOINTMENT OF RESIDENTS OF THE BOROUGH OF MANHEIM TO FILL VACANCIES IN THE POSITIONS ON THE CIVIL SERVICE COMMISSION

WHEREAS, the Manheim Borough Council desires to appoint residents of the Borough of Manheim to fill the vacancies left in appointive office by resignations and expiration of terms, such appointees to serve either the balance of an unexpired term or to serve a full term, as noted below.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of Manheim Borough, Lancaster County, Pennsylvania, that it is HEREBY RESOLVED by authority of the same:

SECTION 1. The following citizens were previously approved and appointed to serve as members of the Manheim Borough Civil Service Commission:

- a. Mike Reif, whose term expires December 31, 2030
- b. Doug Shaub, whose term expires December 31, 2028
- c. Randy Lauver, whose term shall expire December 31, 2028

SECTION 2. The following citizens were previously approved and appointed to serve as an alternate member of the Manheim Borough Civil Service Commission:

a. Steve Gergely, whose term expires December 31, 2029

SECTION 3. All resolutions or parts of resolutions inconsistent with this Resolution are hereby superseded.

Attes	st:
	Joel Mutschler, Borough Secretary
	Manheim Borough
Dra	
By:	
	Council President
	Manheim Borough

RESOLUTION NO. 26-2026

A RESOLUTION APPOINTING A PRIMARY AND ALTERNATE MUNICIPAL VOTING DELEGATE TO SERVE ON THE LANCASTER COUNTY TAX COLLECTION BUREAU MANAGEMENT COMMITTEE FOR THE YEAR 2026

WHEREAS, the Lancaster County Tax Collection Bureau ("Bureau") is responsible for the collection of earned income and local services taxes on behalf of participating taxing authorities within Lancaster County; and

WHEREAS, the Bureau is governed by a Management Committee composed of municipal and school district representatives, as provided by applicable law and the Bureau's bylaws; and

WHEREAS, each participating municipality is entitled to appoint a Primary Municipal Voting Delegate and an Alternate Municipal Voting Delegate to represent the municipality on the Bureau's Management Committee; and

WHEREAS, it is necessary to make such appointments for the calendar year 2026 to ensure continued representation and participation in the governance of the Bureau;

NOW, THEREFORE, BE IT RESOLVED, by the Manheim Borough Council of the Manheim Borough, Lancaster County, Pennsylvania, as follows:

1. Appointment of Primary Delegate

The Manheim Borough hereby appoints Randall Wenger as the Primary Municipal Voting Delegate to serve on the Lancaster County Tax Collection Bureau's Management Committee for the term beginning January 5, 2026, and ending December 31, 2027, or until a successor is duly appointed.

2. Appointment of Alternate Delegate

The Manheim Borough hereby appoints Joel Mutschler as the Alternate Municipal Voting Delegate to serve on the Lancaster County Tax Collection Bureau's Management Committee for the same term, with authority to act in the absence or inability of the Primary Delegate.

3. Authority to Act

The Primary Delegate, or the Alternate Delegate when duly authorized, shall have full power to act, vote, and otherwise represent the Manheim Borough in matters coming before the Bureau's Management Committee.

Attes	<u>:</u>
	Joel Mutschler, Borough Secretary
	Borough of Manheim
By: _	
	Council President
	Borough of Manheim

RESOLUTION NO. 27-2026

A RESOLUTION APPRROVING APPROVING THE CONTINUED MEMBERSHIPS TO LANCASTER COUNTY CO-OP AND COSTARS FOR 2026/2027

WHEREAS, the organization has historically maintained memberships with Lancaster County Co-op and COSTARS (Commonwealth of Pennsylvania's Cooperative Purchasing Program) to support efficient procurement, collaboration, and cost savings; and

WHEREAS, continued participation in these cooperative programs provides access to competitively priced goods and services, streamlined purchasing processes, and opportunities for intergovernmental cooperation; and

WHEREAS, the benefits of continued membership are deemed to be in the best interest of the organization for the 2026/2027 membership period;

BE IT FURTHER RESOLVED, that the appropriate officers and/or staff are authorized and directed to complete all necessary documentation, registrations, and actions required to maintain these memberships for the 2026/2027 period; and

Attes	t:
	Joel Mutschler, Borough Secretary
	Borough of Manheim
By: _	
	Council President
	Borough of Manheim

RESOLUTION NO. 28-2026

A RESOLUTION OF THE BOROUGH OF MANHEIM, LANCASTER COUNTY, APPOINTING THE VACANCY HEARING BOARD CHAIR POSITION FOR MANHEIM BOROUGH

BE IT RESOLVED by the Borough Council of the Borough of Manheim, Lancaster County, Pennsylvania, and it is hereby resolved by the authority of the same as follows:

WHEREAS, it is the intention of the Manheim Borough Council to appoint Andrew Nelson to fill the Vacancy Hearing Board Chair position for the Borough.

WHEREAS, it is the intention of the Manheim Borough Council to have Andrew Nelson fills the Vacancy Hearing Board Chair position, he will recuse himself from any vote or matter that could be considered a conflict of interest with any previous he had or current positions he holds.

NOW, THEREFORE, it is hereby resolved by the Borough Council of Manheim Borough that the Vacancy Hearing Board Chair position for Manheim Borough from May 13, 2025, through the date of the Reorganization Meeting to be held in January of 2028, unless changed by Resolution of the Borough Council, shall be Andrew Nelson.

All resolutions or parts of resolutions inconsistent with this Resolution are hereby repealed insofar, but only insofar, as the same are inconsistent herewith.

Attest	:
	Joel Mutschler, Borough Secretary
	Borough of Manheim
By: _	
	Council President
	Borough of Manheim

Action Item: 2026 Fee Schedule and Resolution

Background

Under the Pennsylvania Borough Code (8 Pa.C.S. §1202(39)), Council may set fair fees by resolution. The proposed 2026 fee schedule complies with the Borough Code, the Uniform Construction Code, and the Property Maintenance Code. It supports the 2026 budget, reflects Finance Committee input and resident cost data, and keeps the Borough aligned with nearby Penn Township, Rapho Township, Mount Joy, Elizabethtown, and Lititz. Fees are set on a cost-recovery basis rather than generating profit.

What's Changing:

- Trash & Recycling: Household fee increases to \$388 (from \$378) to fully cover the \$791,132 cost of the program. Special item fees are updated for cost recovery: extra refuse tags \$4 (from \$2), tires \$6 (from \$3), oversized items \$10 (from \$5), and white goods \$20 (from \$15).
- **Police Services:** Special-event coverage rises to \$82/hr (from \$69) to reflect full wage and benefit costs. This remains consistent with Mount Joy (\$85/hr) and Elizabethtown (\$80/hr). Fees for reports and fingerprinting are raised modestly.
- **Permits & Zoning:** Base permits increase to \$60 (from \$50), valuation to \$3.60 per \$1,000 (from \$3), and demolition to \$100 (from \$50). These adjustments reflect processing costs and align with Penn Township (\$100) and Lititz (\$95).
- **Floodplain Permits:** Streamlined to \$25 for repairs and \$60 plus engineer review for footprint changes or new work, consistent with Rapho Township practice. Engineer costs are billed directly to applicants.
- Recreation Fees: Pavilion, field, and amphitheater rentals increase modestly but remain lower than Lititz and Elizabethtown. The Community Room is removed from the schedule due to limited use.
- Administrative Fees: Returned check increases to \$42 (from \$35), lender certifications to \$12 (from \$10), and Public Works labor to \$57/hr (from \$48). Curbs and sidewalks rise to \$90 (from \$75). These updates reflect labor and material costs and remain consistent with regional benchmarks.

Item	2025	2026	Actual Borough Cost	Notes
	Fee	Fee		
Household	\$378	\$388	\$791,132 program cost ÷	Covers hauler, recycling, yard waste,
Annual Rate			$2,040 \text{ units} \approx 388	admin
Extra Refuse Tag	\$2	\$4	\approx \$3.75 per bag	Old fee created loss per bag
Tire	\$3	\$6	\$5–6 each	Matches tipping/handling fees
Oversized Item	\$5	\$10	\$18–20 each	Reflects hauler invoices
White Goods	\$15	\$20	\$22–24 each	Includes refrigerant removal, higher
				disposal

Recommendation

Approve the attached resolution and fee schedule effective January 1, 2026. After adoption, the schedule and a one-page public summary will be posted on the Borough website and shared through social media and Savvy Citizen.

RESOLUTION NO. 29-2026

A RESOLUTION OF THE BOROUGH OF MANHEIM, LANCASTER COUNTY, PENNSYLVANIA, ESTABLISHING FEEDS TO BE CHARGED IN CONNECTION WITH THE ADMINISTRATION OF MANHEIM BOROUGH ORDINANCES

WHEREAS, pursuant to the authority granted in the various Ordinances of the Borough of Manheim, the Borough Council has the right from time to time to set fees by Resolution; and,

WHEREAS, Borough Council desires to replace the existing fee schedule, as of the date of this adoption, shall be in accordance with the attached fee schedule (Exhibit A).

NOW, THEREFORE, that the aforementioned fees be adopted, effective the 1st day of January 2026 and shall remain in effect until amended by the Borough Council.

DULY ADOPTED this 5th day of January, 2026, by the Borough Council of Manheim, Lancaster County, Pennsylvania, in lawful session duly assembled.

Attes	st:
	Council President
	Borough of Manheim
By:	
<i>J</i> –	Joel Mutschler, Borough Secretary
	Borough of Manheim

Borough of Manheim – Exhibit A 2026 Fee Schedule

Effective January 1, 2026

Category	Description	2026 Fee
Residential Rental & Lodging	Annual Occupancy	\$65/unit
	Mid-Term/3-Year/Repeat Inspection	\$70/unit
Zoning & Flood Permits	General Use Permit	\$60
	Residential: ≤\$15,000	\$60
	Residential: \$15,001-\$33,000	\$120
	Residential: ≥\$33,001	\$3.60/\$1,000
	Non-Residential: ≤\$10,000	\$60
	Non-Residential: \$10,001–\$35,000	\$120
	Non-Residential: ≥\$35,001	\$3.60/\$1,000
	Signs: Building/Free-Standing	\$60/\$120
	Pools: Above/In-Ground	\$60/\$120
	PODS/Yard Sales	\$42/Free
	Demolition	\$100
	Flood: Short Form (Repairs)	\$25
	Flood: Long Form (Footprint Change)	\$60 + engineer
UCC Building Permits	Residential: New/Alterations/Decks >30"/Accessory >1000 sf/Pool/Spa/Manufactured Home	\$60
	Residential: In-Ground Pool	\$120
	Non-Residential	\$120
	Fire Prevention	\$60
	Plan Review/Inspection (CCIS)	Per CCIS schedule
Administration	Lender Certification	\$12
	Returned Check	\$42
	Postage/RTK Copies/Certified Copies/Flash Drive	At cost/\$0.25/\$1/\$5
	No Parking Sign (+\$15 deposit)	\$12/sign
	Handicap Parking Sign (Police approval)	Free
	Vendor Permit	\$360
	Street Opening	\$135/SY (first 5) + \$100/SY
	Public Works Labor	\$57/hr
	Curbs & Sidewalks	\$90
	Equipment Fee	By job
Subdivision & Stormwater	Subdivision/Land Development Application	\$120
	Subdivision/Land Development Review	Engineer actual
	Stormwater: General Permit	\$250 + engineer

	Stormwater: Minor Disturbance	\$60 + engineer
	Exemption Application	Free
Police Department	Accident/Police Reports	\$20
	Fingerprinting: Resident/Non-Resident	\$20/\$35
	Criminal Fingerprinting	\$360
	Bicycle License	\$2
	Stray Animal: Daily Care/Recovery	\$36/day/\$72
	Public Nuisance (1st–7th+)	\$75–\$300
	Peddlers & Solicitors: Base/Daily/Weekly/Monthly	\$60/\$30/\$120/\$240
	Police Event Coverage	\$82/hr
Solid Waste	Trash & Recycling	\$388 (\$194 x2)
	Extra Refuse/Tire/Oversized/White Goods	\$4/\$6/\$10/\$20
	Dumpster: ROW/On-Premises	\$60/mo/\$48
	Recycling Container	\$18
	Convenience Fees: Credit/ACH	\$1.49-\$5.84; 2.99% >\$200/Free
Hearing Fees	Conditional Use/ZHB Appeal	\$900
	Substantive Challenge	\$1,500
	Petition to Amend Ordinance	\$1,050
	UCC Appeals/Continuance	\$600/\$90
Recreation Rentals	Large Pavilion: Residents/Others	\$100/\$150
	Small Pavilion: Residents/Others	\$65/\$90
	Mummau Park: Residents & Rapho/Others	\$110/\$150
	Amphitheatre: Residents/Others + Electric	\$85/\$130 + \$30/hr
	Fields: Seasonal/Daily (Residents/Others)	\$12/game; \$25/\$35
	Adult Tournaments (Fri/Sat/Sun)	\$90/\$120/\$90; \$130/\$155/\$155
	Youth Tournaments (Fri/Sat/Sun)	\$35/\$90/\$60; \$60/\$120/\$90
	Concession Stand/Deposit	\$45/\$60
	Lights/Key Deposit	\$30/hr/\$12

Notes:

- Trash & Recycling bills mailed January 1 and July 1; payment due within 30 days.
- 10% penalty added after the due date.
- Accounts more than 90 days past due are subject to a lien, with an additional \$25 charge plus a 10% lien penalty; interest accrues at 10% per annum; all collection costs are billable.
- Engineer review fees and CCIS plan review/inspection fees are charged at actual cost in addition to Borough fees.

Manheim Borough Fee Schedule Comparison: 2025 vs. 2026 (Only fees that changed or were removed are listed. Unchanged fees are excluded.)

Category	Description	2025 Fee	2026 Fee
Residential Rental &	Annual Occupancy	\$55/unit	\$65/unit
Lodging	7 timuar Occupancy	ψ33/ umt	\$0 <i>57</i> time
Loughig	Mid-Term / 3-Year / Repeat Inspection	\$60/unit	\$70/unit
Zoning & Flood	General Use Permit	\$50	\$60
Permits		7.0	
	Residential \leq \$15,000	\$50	\$60
	Residential \$15,001–\$33,000	\$100	\$120
	Residential \geq \$33,001	\$3 / \$1,000	\$3.60 / \$1,000
	Non-Residential \leq \$10,000	\$50	\$60
	Non-Residential \$10,001–\$35,000	\$100	\$120
	Non-Residential \geq \$35,001	\$3 / \$1,000	\$3.60 / \$1,000
	Signs: Building / Free-Standing	\$50 / \$100	\$60 / \$120
	Pools: Above / In-Ground	\$50 / \$100	\$60 / \$120
	Demolition	\$50	\$100
	Flood: Short Form (Repairs)	\$50-\$100	\$25
	Flood: Long Form (Footprint Change)	\$100 + eng.	\$60 + eng.
UCC Building Permits	Residential	\$50	\$60
S	(new/alterations/decks/accessory)		
	Residential: In-Ground Pool	\$100	\$120
	Non-Residential	\$100	\$120
	Fire Prevention	\$50	\$60
Administration	Lender Certification	\$10	\$12
	Returned Check	\$35	\$42
	Public Works Labor	\$48/hr	\$57/hr
	Curbs & Sidewalks	\$75	\$90
Subdivision &	Application	\$100	\$120
Stormwater			
	Stormwater: General Permit	\$100 + eng.	\$250 + eng.
	Stormwater: Minor Disturbance	\$50 + eng.	\$60 + eng.
Police Department	Accident / Police Reports	\$15	\$20
	Fingerprinting: Resident / Non-Resident	\$15 / \$30	\$20 / \$35
	Criminal Fingerprinting	\$300	\$360
	Police Event Coverage	\$69/hr	\$82/hr
Solid Waste	Annual Trash & Recycling	\$378	\$388
	Extra Refuse Tag	\$2	\$4
	Tire	\$3	\$6
	Oversized Item	\$5	\$10
	White Goods	\$15	\$20
	Dumpster: ROW / On-Premises	\$50 / \$40	\$60 / \$48
	Recycling Container	\$15	\$18
Hearing Fees	Conditional Use / ZHB Appeal	\$750	\$900
	Substantive Challenge	\$1,250	\$1,500
	Petition to Amend Ordinance	\$1,250	\$1,050
	UCC Appeals / Continuance	\$500 / \$75	\$600 / \$90
Recreation Rentals	Pavilion: Large (Residents / Others)	\$75 / \$110	\$100 / \$150
	Pavilion: Small (Residents / Others)	\$55 / \$75	\$65 / \$90
	Mummau Park (Residents & Rapho /	\$90 / \$130	\$110 / \$150
	Others)	Φ70 / Φ110 · Φ25/	Φ05 / Φ120 + Φ20/I
	Amphitheatre (Residents / Others +	\$70 / \$110 + \$25/hr	\$85 / \$130 + \$30/hr
	Elec.)		

Fields: Seasonal / Daily (Residents /	\$10/game; \$20/\$30	\$12/game; \$25/\$35
Others)		
 Adult Tournaments (Fri/Sat/Sun)	\$75/\$110; \$100/\$125;	\$90/\$130; \$120/\$155;
, , , ,	\$75/\$125	\$90/\$155
Youth Tournaments (Fri/Sat/Sun)	\$30/\$50; \$75/\$100;	\$35/\$60; \$90/\$120;
· · · · · · · · · · · · · · · · · · ·	\$50/\$75	\$60/\$90
Concession Stand / Deposit	\$35 / \$50	\$45 / \$60
Lights / Key Deposit	\$25/hr / \$10	\$30/hr / \$12
Community Room	\$60	Removed

Manheim Borough Council Meeting 12/9/2025 at 7:00 PM 15 E. High St., Manheim, PA 17545

ROLL CALL: President Jared Longenecker, Vice President Jim Blanck, President Pro Tempore Steve Gergely, Brad Roth, Jared Zeamer, Keith Hatfield and Mayor Scot Funk.

STAFF: Police Chief Jason Riggle, Borough Manager/Secretary Joel Mutschler, Recording Secretary Jaclyn Beltrami.

This meeting was held in person and via Zoom. Public notice of this meeting was given as required by the Pennsylvania Sunshine Act (65 Pa.C.S. § 709). The information for public viewing via Zoom was provided on the Borough's website. These proceedings were recorded for the purpose of preparing meeting minutes.

The meeting was called to order by President Longenecker at 7:00 PM followed by the Pledge of Allegiance and a Moment of Silence.

1. Approval of the 11/25/2025 Borough Council Meeting Minutes:

A motion to approve the 11/25/2025 Borough Council Meeting minutes was made by Mr. Roth, seconded by Mr. Blanck, passed unanimously. Vote: 6 Yeas / 0 Nays (Longenecker, Blanck, Gergely, Roth, Hatfield, and Zeamer voting Yes). No discussion.

2. Public Comment: None.

Financials (Bill Lists, Budget YTD, reports in packet):

- a) General Fund Budget vs. Actual, 4th Quarter (October to December)
- b) Payment of Bills (listed in packet)
 - General Fund \$45,576.67
 - Capital Fund \$146,308.56

A motion to approve the payment of the bills was made by Mr. Blanck and seconded by Mr. Gergely, passed unanimously. Vote: 5 Yeas / 0 Nays (Longenecker, Blanck, Gergely, Hatfield, and Zeamer voting Yes). No discussion. Due to a previously noted Conflict of Interest, Mr. Roth abstained from voting as he will receive one the approved payments as a reimbursement.

MAYOR & POLICE REPORTS:

- 1. Mayor Funk said farewell to the current Borough building, noting that it had served the community well by housing the police station, library, and hosting dances in the basement throughout many years. The mayor also recapped that the Santa 5k Walk and Run, as well as the Tree Lighting Ceremony was held in Market Square this past Saturday. They had a great turn-out with many people commenting on how nice the permanent Christmas tree looked. No questions.
- 2. The Chief said that they have a new RMS system which assists the department greatly with their administrative tasks and statistics. He also stated that the statistics for November were identical to October. No questions.

STAFF/CONSULTANT/COMMITTEE REPORTS:

- 1. Parks and Pool Committee met at 6:30 p.m.
 - a) Discussion about adding playground equipment to Swan Park.
 Mr. Blanck recapped that they cannot add any equipment to the area because it is in a flood plain.
 - b) Mini-Park Update
 - Mr. Blanck recapped that the Public Works Department will be removing the flagpole to replace it with a new one that will also act as standalone electricity for the park. They will also be re-pointing the bricks in the parks.
 - c) Veterans Memorial Park Grants
 - d) Tennis Court Resurfacing
 - A motion to repave the tennis courts with the Manheim Borough and the Manheim School District each paying half of the \$89,355.00 cost was made by Mr. Blanck and seconded by Mr. Roth, passed unanimously. Vote: 6 Yeas / 0 Nays (Longenecker, Blanck, Gergely, Roth, Hatfield, and Zeamer voting Yes). No discussion.
 - e) Update to the Field Rental Agreement
 Mr. Blanck recapped that he and the Borough Manager are working on updating the terms for renting out the
 various sports fields in the Borough and will bring the completed agreement back to the council for approval in
 January.
- 2. Library Report (in packet)
 - Mr. Barnitz recounted the statistics for the library as well as the various community events they previously hosted and will have in the coming months. He also announced they will be hiring a Community Relations Coordinator.
- 3. EMS Report (in packet)
- 4. Manager's Report (in packet)

Mr. Mutschler reported that they are working to schedule a coordinating meeting with MAWSA and our other utility providers so there will be better communications on different projects including the water main replacement on Ferdinand Street. MAWSA also recently applied for an LSA grant and that State Senator Malone will be visiting the water treatment plant to review progress and key initiatives. There was a significant water main break on Grant Street the previous week and another one on Hershey Drive that day. This coming meeting will help coordinate communication with the residents about projects, disruptions, and incoming grants. Mr. Mutschler also reported that the Borough has officially moved to their new offices at 60 W. Colebrook Street and they will host an open house in January with Life Lion who will be sharing the building. The Borough also finalized a sharing and lease agreement with Life Lion for \$1.00 per year, as well as a cost-sharing agreement between the three municipalities. Mr. Mutschler reported that the letter of interest for the old Borough building was put out there for qualified buyers until December 18th. It was announced the new escape room has opened up in the Borough and plans for a new coffee business to open at 2 S. Charlotte Street. Finally, Mr. Mutschler updated the council that the construction for Market Square Improvement Project will not begin until spring of 2027 to prevent winter issues and address certain safety concerns on S. Charlotte.

NEW BUSINESS:

- 1. A motion to cancel the Manheim Borough December 30th Council Meeting was made by Mr. Roth and seconded by Mr. Gergely, passed unanimously. Vote: 6 Yeas / 0 Nays (Longenecker, Blanck, Gergely, Roth, Hatfield, and Zeamer voting Yes). No discussion.
- 2. A motion to adopt Resolution 24 -2025, to keep the 2026 real estate tax rate at 5.70 mills was made by Mr. Gergely and seconded by Mr. Blanck, passed unanimously. Vote: 6 Yeas / 0 Nays (Longenecker, Blanck, Gergely, Roth, Hatfield, and Zeamer voting Yes). No discussion.
- 3. A motion to adopt Resolution 25-2025, approving the 2026 Fee Schedule, was made by Mr. Blanck and seconded by Mr. Roth, passed unanimously. Vote: 6 Yeas / 0 Nays (Longenecker, Blanck, Gergely, Roth, Hatfield, and Zeamer voting Yes). No discussion.
- 4. A motion to authorize advertising 2026 meeting dates was made by Mr. Roth and seconded by Mr. Gergely, passed unanimously. Vote: 6 Yeas / 0 Nays (Longenecker, Blanck, Gergely, Roth, Hatfield, and Zeamer voting Yes). No discussion.
- 5. A motion to approve the payment of \$6,750.00 to Barrasso Excavation, Inc., for the Miller Drive Pavement Project was made by Mr. Gergely and seconded by Mr. Blanck, passed unanimously. Vote: 6 Yeas / 0 Nays (Longenecker, Blanck, Gergely, Roth, Hatfield, and Zeamer voting Yes). No discussion.
- 6. A motion to approve the EMS Unit Housing and Cost Sharing Agreement with the Manheim Borough was made by Mr. Blanck and seconded by Mr. Gergely, passed unanimously. Vote: 6 Yeas / 0 Nays (Longenecker, Blanck, Gergely, Roth, Hatfield, and Zeamer voting Yes).
- 7. A motion to approve the Lease Agreement between the Manheim Borough and Penn State Health Life Lion, LLC for the leasing of 60 W. Colebrook Street was made Mr. Roth and seconded by Mr. Gergely, passed unanimously. Vote: 6 Yeas / 0 Nays (Longenecker, Blanck, Gergely, Roth, Hatfield, and Zeamer voting Yes).
- 8. A motion to approve two on-street special event applications for Manheim Arts Festival on April 11, 2026, and Baron Brew Fest on May 16, 2026, in Market Square was made by Mr. Blanck and seconded by Mr. Gergely, passed unanimously. Vote: 6 Yeas / 0 Nays (Longenecker, Blanck, Gergely, Roth, Hatfield, and Zeamer voting Yes).
- 9. Snow Route Discussion
 - Mr. Mutschler explained that he published an administrative standard operating procedure to fix the discrepancies between the published snow route map and the ordinance. In the new year, Mr. Mutschler will bring the amended ordinance to the council for approval, which will have some eliminated streets. There was some discussion among the council about which streets should be added or eliminated based on the needs of the residents, emergency responders, and the school district.

OLD BUSINESS:

- 1. A motion to approve the 2026 Municipal Budget was made by Mr. Roth and seconded by Mr. Blanck, passed unanimously. Vote: 6 Yeas / 0 Nays (Longenecker, Blanck, Gergely, Roth, Hatfield, and Zeamer voting Yes).
- 2. A motion to approve the payment of \$18,931.56 to Messick's for Public Works mowing equipment from the Capital Fund, consistent with Council approval on 11/11/2025, was made by Mr. Blanck and seconded by Mr. Gergely, passed unanimously. Vote: 6 Yeas / 0 Nays (Longenecker, Blanck, Gergely, Roth, Hatfield, and Zeamer voting Yes)
- 3. Volunteer Vacancies Informational
 - a. Planning Commission-No Volunteers
 - b. Zoning Hearing Board Alternate-No Volunteers
 - c. Shade Tree Commission-No Volunteers
 - d. Historic Commission- No Volunteers

A motion to move to Executive Session was made by Mr. Blanck and seconded by Mr. Roth, passed unanimously. Vote: 6 Yeas / 0 Nays (Longenecker, Blanck, Gergely, Roth, Hatfield, and Zeamer voting Yes). No discussion.

EXECUTIVE SESSION: None.

ACTIONS FROM EXECUTIVE SESSION: None.

A motion to exit Executive Session was made by Mr. Blanck and seconded by Mr. Roth, passed unanimously. Vote: 6 Yeas/ 0 Nays (Longenecker, Blanck, Gergely, Roth, Hatfield, and Zeamer voting Yes). No discussion.

ADJOURNMENT:

A motion to adjourn the meeting was made at 7:45 p.m., by Mr. Roth and seconded by Mr. Blanck, passed unanimously. No discussion.

Respectfully submitted, Jaclyn Beltrami Recording Secretary 12/9/2025



Manheim Borough -General Fund Check Run

Date	Num	Name	Amount
12/22/2025	10477	AED Brands	-1,410.75
12/22/2025	10478	Blind Bean Roasters	-120.00
12/22/2025	10479	C. M. High, Inc.	-453.05
12/22/2025	10480	Casella Waste	-42,931.08
12/22/2025	10481	Eastern Salt Company, Inc.	-3,346.32
12/22/2025	10482	Enterprise Fleet Management	-25,229.38
12/22/2025	10483	Federal Express Corp.	-10.17
12/22/2025	10484	Fulton Bank Visa	-8,505.63
12/22/2025	10485	Gibbel Kraybill & Hess LLP	-66.00
12/22/2025	10486	Hempfeild Technology	-3,100.00
12/22/2025	10487	Higher Information Group	-158.40
12/22/2025	10488	J.G. Baker, Inc.	-1,026.50
12/22/2025	10489	Jessica Trowbridge	-1,364.00
12/22/2025	10490	K&C Communications	-210.00
12/22/2025	10491	LEAF Capital Funding LLC	-116.46
12/22/2025	10492	Longeneckers Hardware Company	-64.55
12/22/2025	10493	Manheim Central School District	-1,693.64
12/22/2025	10494	MuniBilling	-2,607.99
12/22/2025	10495	NMS Labs	-377.00
12/22/2025	10496	Pennsylvania One Call System	-57.25
12/22/2025	10497	Pennsylvania State University	-1,359.00
12/22/2025	10498	Pitney Bowes Bank Inc	-301.92
12/22/2025	10499	PPL Electric Utilities	-12,062.04
12/22/2025	10500	Pure Water Technology Inc	-65.99
12/22/2025	10501	Quality Digital Office Solutions	-81.56
12/22/2025	10502	Rhoads Energy	-1,181.52
12/22/2025	10503	Tactical Wear, LLC	-377.90
12/22/2025	10504	US Bank Operations Center	-646.50
12/22/2025	10505	Windstream	-346.09
12/22/2025	10506	YCG, Inc	-269.00
ΓAL			-109,539.69

Туре	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Bill Pmt -Check	10477	12/22/2025	AED Brands		102.000 · Cash		-1,410.75
Bill	191068	12/22/2025			410.220 · Operati	-1,410.75	1,410.75
TOTAL						-1,410.75	1,410.75
Bill Pmt -Check	10478	12/22/2025	Blind Bean Roas		102.000 · Cash		-120.00
Bill Bill	579 578	12/16/2025 12/22/2025			409.200 · Materia 410.210 · Office	-60.00 -60.00	60.00 60.00
TOTAL						-120.00	120.00
Bill Pmt -Check	10479	12/22/2025	C. M. High, Inc.		102.000 · Cash		-453.05
Bill	9670	12/22/2025			433.370 · Mainte	-453.05	453.05
TOTAL						-453.05	453.05
Bill Pmt -Check	10480	12/22/2025	Casella Waste		102.000 · Cash		-42,931.08
Bill	KD03	12/11/2025			427.367 · Solid W	-42,931.08	42,931.08
TOTAL						-42,931.08	42,931.08
Bill Pmt -Check	10481	12/22/2025	Eastern Salt Co		102.000 · Cash		-3,346.32
Bill	150644	12/16/2025			432.200 · Snow	-3,346.32	3,346.32
TOTAL						-3,346.32	3,346.32
Bill Pmt -Check	10482	12/22/2025	Enterprise Fleet		102.000 · Cash		-25,229.38
Bill	4933	12/16/2025			414.240 · Misc O 410.384 · Cruiser 430.251 · Vehicle 410.384 · Cruiser	-6.00 -18,033.86 -30.00 -7,159.52	6.00 18,033.86 30.00 7,159.52
TOTAL						-25,229.38	25,229.38

Туре	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Bill Pmt -Check	10483	12/22/2025	Federal Express		102.000 · Cash		-10.17
Bill	9-708	12/16/2025			410.215 · Postag	-10.17	10.17
TOTAL						-10.17	10.17
Bill Pmt -Check	10484	12/22/2025	Fulton Bank Visa		102.000 · Cash		-8,505.63
Bill	7585	12/16/2025			409.200 · Materia	-12.55	12.74
					409.200 · Materia	-70.89	71.91
					409.213 · Compu	-401.26	407.04
					410.360 Utilities	-423.35	429.44
					410.360 · Utilities	-352.58	357.65
					401.420 · Dues/M	-4,637.12	4,703.86
					409.320 · Teleph	-192.02	194.78
					410.252 · Compu	-74.17	75.24
					410.220 · Operati	-43.25	43.87
					410.220 · Operati	-141.05	143.08
					410.238 · Officer'	-1,685.35	1,709.61
					410.220 · Operati	-68.02	69.00
					410.216 · Office	-404.02	409.83
TOTAL						-8,505.63	8,628.05
Bill Pmt -Check	10485	12/22/2025	Gibbel Kraybill		102.000 · Cash		-66.00
Bill	476443	12/16/2025			414.310 · ZHB S	-66.00	66.00
TOTAL						-66.00	66.00
Bill Pmt -Check	10486	12/22/2025	Hempfeild Tech		102.000 · Cash		-3,100.00
Bill	5478	12/22/2025			409.250 · Minor E	-3,100.00	3,100.00
TOTAL						-3,100.00	3,100.00
Bill Pmt -Check	10487	12/22/2025	Higher Informati		102.000 · Cash		-158.40
Bill	31917	12/22/2025			409.360 · Utilities	-158.40	158.40
TOTAL						-158.40	158.40

Туре	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Bill Pmt -Check	10488	12/22/2025	J.G. Baker, Inc.		102.000 · Cash		-1,026.50
Bill Bill	13407 13408	12/16/2025 12/16/2025			432.200 · Snow 452.370 · Pool M	-256.50 -770.00	256.50 770.00
TOTAL						-1,026.50	1,026.50
Bill Pmt -Check	10489	12/22/2025	Jessica Trowbri		102.000 · Cash		-1,364.00
Bill	12/12	12/16/2025			402.460 · Trainin	-1,364.00	1,364.00
TOTAL						-1,364.00	1,364.00
Bill Pmt -Check	10490	12/22/2025	K&C Communic		102.000 · Cash		-210.00
Bill	KC-1	12/16/2025			410.327 · Radio PD	-210.00	210.00
TOTAL						-210.00	210.00
Bill Pmt -Check	10491	12/22/2025	LEAF Capital Fu		102.000 · Cash		-116.46
Bill	1946	12/16/2025			409.250 · Minor E	-116.46	116.46
TOTAL						-116.46	116.46
Bill Pmt -Check	10492	12/22/2025	Longeneckers H		102.000 · Cash		-64.55
Bill	829811	12/16/2025			409.200 · Materia	-36.98	36.98
Bill	829881	12/22/2025			409.200 · Materia	-27.57	27.57
TOTAL						-64.55	64.55
Bill Pmt -Check	10493	12/22/2025	Manheim Centra		102.000 · Cash		-1,693.64
Bill	322	12/16/2025			419.317 · Crossin	-1,693.64	1,693.64
TOTAL						-1,693.64	1,693.64
Bill Pmt -Check	10494	12/22/2025	MuniBilling		102.000 · Cash		-2,607.99
Bill	17113	01/01/2026			427.368 · Tipping	-2,607.99	2,607.99
TOTAL						-2,607.99	2,607.99

Туре	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Bill Pmt -Check	10495	12/22/2025	NMS Labs		102.000 · Cash		-377.00
Bill	1295	12/16/2025			410.220 · Operati	-377.00	377.00
TOTAL						-377.00	377.00
Bill Pmt -Check	10496	12/22/2025	Pennsylvania O		102.000 · Cash		-57.25
Bill	1129	12/16/2025			430.320 · Tele/ca	-57.25	57.25
TOTAL						-57.25	57.25
Bill Pmt -Check	10497	12/22/2025	Pennsylvania St		102.000 · Cash		-1,359.00
Bill	361940	01/01/2026			410.460 · Trainin	-1,359.00	1,359.00
TOTAL						-1,359.00	1,359.00
Bill Pmt -Check	10498	12/22/2025	Pitney Bowes B		102.000 · Cash		-301.92
Bill Bill	3321 1028	12/22/2025 12/22/2025			401.215 · Postag 401.215 · Postag	-186.33 -115.59	186.33 115.59
TOTAL						-301.92	301.92
Bill Pmt -Check	10499	12/22/2025	PPL Electric Util		102.000 · Cash		-12,062.04
Bill Bill Bill Bill Bill Bill Bill Bill	7133 6532 8422 9862 0768 9331 7729 0748 7948 3427	12/16/2025 12/16/2025 12/16/2025 12/16/2025 12/16/2025 12/16/2025 12/16/2025 12/16/2025 12/16/2025 12/16/2025 12/16/2025 12/22/2025			433.361 · Traffic 433.361 · Traffic 430.200 · Materia 434.361 · Street 454.360 · Park Ut 409.360 · Utilities 410.360 · Utilities 452.360 · Pool Ut 454.360 · Park Ut 454.360 · Park Ut 454.360 · Park Ut 409.360 · Utilities	-150.26 -329.92 -447.52 -6,914.86 -49.62 -291.19 -1,437.76 -491.63 -775.63 -261.10 -912.55	150.26 329.92 447.52 6,914.86 49.62 291.19 1,437.76 491.63 775.63 261.10 912.55
TOTAL						-12,062.04	12,062.04

Туре	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Bill Pmt -Check	10500	12/22/2025	Pure Water Tech		102.000 · Cash		-65.99
Bill	2900	12/22/2025			409.360 · Utilities	-65.99	65.99
TOTAL						-65.99	65.99
Bill Pmt -Check	10501	12/22/2025	Quality Digital O		102.000 · Cash		-81.56
Bill	403060	12/16/2025			409.250 · Minor E	-81.56	81.56
TOTAL						-81.56	81.56
Bill Pmt -Check	10502	12/22/2025	Rhoads Energy		102.000 · Cash		-1,181.52
Bill	2421	12/22/2025			430.360 · Utilties	-1,181.52	1,181.52
TOTAL	2121	12/22/2020			100.000 Culuoc	-1,181.52	1,181.52
101712						1,101.02	1,101.02
Bill Pmt -Check	10503	12/22/2025	Tactical Wear, L		102.000 · Cash		-377.90
Bill	26971	12/16/2025			410.238 · Officer'	-332.91	332.91
Bill	27414	12/16/2025			410.238 · Officer'	-44.99	44.99
TOTAL						-377.90	377.90
Bill Pmt -Check	10504	12/22/2025	US Bank Operati		102.000 · Cash		-646.50
Bill	7945	12/16/2025			402.311 · Auditing	-646.50	646.50
TOTAL						-646.50	646.50
Bill Pmt -Check	10505	12/22/2025	Windstream		102.000 · Cash		-346.09
Bill	0219	12/22/2025			410.360 · Utilities	-346.09	346.09
TOTAL						-346.09	346.09
Bill Pmt -Check	10506	12/22/2025	YCG, Inc		102.000 · Cash		-269.00
Bill	236080	12/16/2025	-, -		410.220 · Operati	-269.00	269.00
TOTAL	200000	12/10/2020			410.220 Operati	-269.00	269.00
IOIAL						-209.00	209.00

Manheim Borough Capital Fund Check Run

Type	Date	Num	Name	Debit	Credit
109.097 · Cash- Capit	al PLGIT				
Bill Pmt -Check	12/22/2025	2183	Enterprise Fleet Management		4,352.40
Bill Pmt -Check	12/22/2025	2182	KCI Technologies Inc		13,362.83
Bill Pmt -Check	12/22/2025	2181	Rettew Associates, Inc.		3,001.50
Bill Pmt -Check	12/22/2025	2180	T & W Traffic Control		1,428.00
Total 109.097 · Cash-	Capital PLGIT			0.00	22,144.73
109.099 · 2024 GO BO	ND- Class				
Bill Pmt -Check	12/22/2025	1027	ESCO, Inc. Security Systems		20,000.00
Bill Pmt -Check	12/22/2025	1028	Hempfield Technology		875.00
Bill Pmt -Check	12/22/2025	1029	Visual Sound IncVisual Sound Inc		31,492.75
Total 109.099 · 2024 0	O BOND- Class			0.00	52,367.75
ΓAL				0.00	74,512.48

Manheim Borough Capital Fund Check Detail

Туре	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Bill Pmt -Check	1027	12/22/2025	ESCO, Inc. Security Systems		109.099 · 2024 GO BOND- Class		-20,000.00
Bill	12951	12/16/2025			409.730 · Boro Bldg Renovations	-20,000.00	20,000.00
TOTAL						-20,000.00	20,000.00
Bill Pmt -Check	1028	12/22/2025	Hempfield Technology		109.099 · 2024 GO BOND- Class		-875.00
Bill	5477	12/22/2025			409.730 · Boro Bldg Renovations	-875.00	875.00
TOTAL						-875.00	875.00
Bill Pmt -Check	1029	12/22/2025	Visual Sound IncVisual Sou		109.099 · 2024 GO BOND- Class		-31,492.75
Bill	21552	12/16/2025			409.730 · Boro Bldg Renovations	-31,492.75	31,492.75
TOTAL						-31,492.75	31,492.75
Bill Pmt -Check	2180	12/22/2025	T & W Traffic Control		109.097 · Cash- Capital PLGIT		-1,428.00
Bill	17660	12/16/2025			446.613 · S Oak St Bridge Removal	-1,428.00	1,428.00
TOTAL						-1,428.00	1,428.00
Bill Pmt -Check	2181	12/22/2025	Rettew Associates, Inc.		109.097 · Cash- Capital PLGIT		-3,001.50
Bill	27420	12/16/2025			446.610 · Flood Mitigation Project	-3,001.50	3,001.50
TOTAL						-3,001.50	3,001.50
Bill Pmt -Check	2182	12/22/2025	KCI Technologies Inc		109.097 · Cash- Capital PLGIT		-13,362.83
Bill	14-ARI	12/16/2025			446.607 · Market Square Project	-13,362.83	13,362.83
TOTAL						-13,362.83	13,362.83
Bill Pmt -Check	2183	12/22/2025	Enterprise Fleet Management		109.097 · Cash- Capital PLGIT		-4,352.40
Bill	49336	12/16/2025			430.740 · Heavy Equip / Vehicle Leases 414.740 · Codes Leases	-3,902.13 -450.27	3,902.13 450.27
TOTAL						-4,352.40	4,352.40

EMS Facility Cost Sharing Agreement Explanatory Summary

Guiding Principle

This agreement reflects the shared understanding that the EMS unit housed in the building provides a regional public safety service, not a Manheim Borough only program. Facility costs associated with the EMS space arise because Manheim Borough, Penn Township, and Rapho Township collectively require a twenty four hour ALS and BLS unit, not because of building ownership.

Ownership determines responsibility for maintaining the asset. It does not determine who benefits from the service or who bears the associated risk.

Accordingly:

- One hundred percent of Borough only space and costs are assigned to Manheim Borough.
- Costs attributable to the EMS space are treated as a regional municipal responsibility, consistent with a shared service model.

Routine Operating Costs

Routine EMS related operating costs are shared equally among the three municipalities, with Penn Township and Rapho Township each capped at two thousand dollars (\$2,000) per calendar year.

- The cap is absolute for routine expenses.
- It provides predictability and budget certainty for the townships.

Extraordinary Facility Costs

Extraordinary facility costs related to life safety, code compliance, security, or capital systems are handled separately. These costs are:

- Infrequent and non-discretionary
- Required solely to maintain operation of the regional EMS unit

Extraordinary costs are shared equally among the three municipalities, subject to an annual cap of three thousand three hundred thirty-three dollars (\$3,333) per municipality per calendar year for Penn Township and Rapho Township, with amounts above that cap payable only upon written approval of all three municipalities.

This structure preserves the routine cost cap while ensuring that regional life safety and capital risks are not transferred to Manheim Borough by default.

Basis in Ground Ambulance Service Provider Agreement (Section 6)

The executed Ground Ambulance Service Provider Agreement establishes that the municipalities collectively subsidize the cost of housing one twenty four hour EMS unit, and that housing costs are the responsibility of Manheim Borough, Penn Township, and Rapho Township based on terms the three municipalities agree to.

- Any relocation of the EMS unit requires collective agreement of all parties.
- This cost sharing agreement implements Section 6. It does not amend it.

Summary of Changes from Initial Draft

- Limits shared costs to facility expenses incurred by Manheim Borough as building owner
- Expressly excludes provider obligations governed by the EMS agreement and lease
- Uses a fixed square footage allocation to distinguish Borough space from EMS space
- Preserves the \$2,000 annual cap for routine EMS operating costs for Penn and Rapho
- Separates extraordinary life safety, code, and capital costs as shared regional expenses, subject to an annual per-municipality cap and written approval for amounts above that cap, with notice and concurrence safeguards
- Remove insurance and reserve language to prevent scope expansion

Illustrative Example

- Routine EMS operating costs: Shared equally, with Penn Township and Rapho Township capped at \$2,000 per year each
- Extraordinary cost example: \$10,000 emergency garage door repair for the EMS bay, required for security and operational readiness

Allocation: \$3,333 each for Manheim Borough, Penn Township, and Rapho Township, which represents the annual extraordinary cost cap for Penn Township and Rapho Township absent written approval

Key Point:

The annual cap limits routine exposure for the townships. It does not shift life safety, code compliance, or emergency repair risk for a regional EMS unit onto Manheim Borough alone.

EMERGENCY MEDICAL SERVICE (EMS) UNIT HOUSING AND COST SHARING AGREEMENT

This Emergency Medical Services (EMS) Unit Housing and Cost Sharing Agreement ("Agreement") is entered into by the **BOROUGH OF MANHEIM**, Lancaster County, a political subdivision of the Commonwealth of Pennsylvania, with its principal offices at 15 East High Street Manheim, PA 17545 ("Manheim"); **PENN TOWNSHIP**, a Second Class Township of the Commonwealth of Pennsylvania, with its principal offices at 97 North Penryn Road, Manheim, PA 17545 ("Penn"); and **RAPHO TOWNSHIP**, a Second Class Township of the Commonwealth of Pennsylvania, with its principal offices at 971 North Colebrook Road Manheim, PA 17545 ("Rapho"); **PENN STATE HEALTH LIFE LION LLC**, a Pennsylvania limited liability company with its primary incorporated business located at 100 Crystal A Drive, MC CA210 Hershey, PA 17033 ("PSHLL"). PSHLL, Manheim, Penn and Rapho are herein collectively referred to as "Parties".

Background

PSHLL has agreed to provide EMS services, including but not limited to ALS and BLS services, to Manheim, Penn, and Rapho, if the Parties agreed to a location to house the EMS Unit, as further described in separate Ground Ambulance Service Provider Agreements, between Manheim and PPLL; Penn and PSHLL; and Rapho and PSHLL each of which have the effective date of January 1, 2024, (collectively, "EMS Agreements").

The Parties had agreed to house the EMS Unit at Hope Fire Company located at 83 S Main St, Manheim, PA 17545.

Manheim is now building an EMS Unit housing facility at a Manheim Borough Building located at 60 West Colebrook Street, Manheim Pennsylvania.

The EMS Agreements state that if the Parties desire to relocate the EMS Unit, they must enter into an agreement. This Agreement is intended to satisfy said requirement and does not replace or amend the EMS Agreements.

In addition, the Parties desire to put forth in writing, their agreed upon terms and conditions for sharing the costs and expenses of housing the EMS Unit.

NOW THEREFORE, INTENDING TO BE LEGALLY BOUND, with the consideration described herein, the parties herein agree to the following terms and conditions, as follows:

- 1. <u>Background</u>. The Background sections above are incorporated herein by reference thereto.
- 2. <u>EMS Unit Relocation</u>. The parties herein agree to relocate the EMS Unit from Hope Fire Company located at 83 S Main St, Manheim, PA 17545 to a portion of a Manheim Municipal Building located at 60 West Colebrook Street, Manheim Pennsylvania

("Borough EMS Station"), as further depicted on Exhibit A, for the housing and operation of one (1) twenty-four (24) hour emergency medical services unit staffed by PSHLL.

- 3. <u>Maintenance of Borough EMS Station</u>. The Manheim will provide a designated EMS Unit bay and crew area suitable for twenty-four (24) hour EMS operations. Manheim will provide the space in a safe, code-compliant condition suitable for EMS operations and provide secure access to the Borough EMS Station for assigned EMS personnel. Manheim will issue and manage access credentials for assigned PSHLL personnel.
- 4. <u>Cost Responsibilities.</u> Manheim Borough, Penn Township, and Rapho Township agree to share certain facility related costs incurred by Manheim Borough in connection with housing the EMS Unit at the Borough EMS Station. This section is intended to implement Section 6 of the Ground Ambulance Service Provider Agreement. It does not amend that agreement and does not modify the separate lease between Manheim Borough and Penn State Health Life Lion.

Facility Costs are limited to costs incurred by Manheim Borough as building owner. Costs or obligations of Penn State Health Life Lion remain governed by the lease and are not part of municipal cost sharing.

Facility Costs are allocated between Borough use and EMS use based on interior square footage measured from the interior wall perimeter. Shared ancillary space, including the janitor closet, is divided evenly between Borough and EMS use. Based on current measurements, Borough space totals 3,922 square feet and EMS space totals 2,565 square feet, for a total of 6,487 square feet. This results in an allocation of 60.48% Borough use and 39.52% EMS use.

Manheim Borough is responsible for one hundred percent of Facility Costs attributable to Borough use.

Facility Costs attributable to EMS use are a shared municipal responsibility. Those costs shall be divided equally among Manheim Borough, Penn Township, and Rapho Township.

Facility Costs are categorized as either Routine Operating Facility Costs or Extraordinary Facility Costs.

Routine Operating Facility Costs include utilities, electricity, natural gas, water and sewer, custodial services, cleaning supplies, and routine facility maintenance.

Routine Operating Facility Costs attributable to EMS use shall be divided equally among Manheim Borough, Penn Township, and Rapho Township. The annual share attributable to Penn Township and Rapho Township shall not exceed two thousand dollars (\$2,000) per municipality per calendar year. Amounts above that cap are not payable by Penn Township or Rapho Township unless approved in writing by all three municipalities.

Extraordinary Facility Costs include capital maintenance or replacement of major building systems, HVAC systems, life safety systems, security systems, code required upgrades, and emergency repairs necessary to protect life, safety, or continued EMS operations. Extraordinary Facility Costs attributable to EMS use shall be divided equally among Manheim Borough, Penn Township, and Rapho Township, provided that the annual share attributable to Penn Township and Rapho Township shall not exceed three thousand three hundred thirty-three dollars (\$3,333) per municipality per calendar year. Amounts above that cap are not payable by Penn Township or Rapho Township unless approved in writing by all three municipalities. For non-emergency Extraordinary Facility Costs that can reasonably be anticipated, Manheim Borough shall provide written notice to Penn Township and Rapho Township as far in advance as practicable, and when feasible at least sixty (60) days prior to incurring the expense. Except in the case of an emergency or a legally required action, any single Extraordinary Facility Cost exceeding ten thousand dollars (\$10,000) shall require written concurrence of Manheim Borough, Penn Township, and Rapho Township before the expense is incurred.

Manheim Borough shall issue quarterly cost statements reflecting actual Facility Costs and each municipality's share. Payments shall be made directly to Manheim Borough. The municipalities shall review actual Facility Costs after twenty four (24) months of EMS Unit occupancy and may amend this Agreement by mutual written consent based on operating experience.

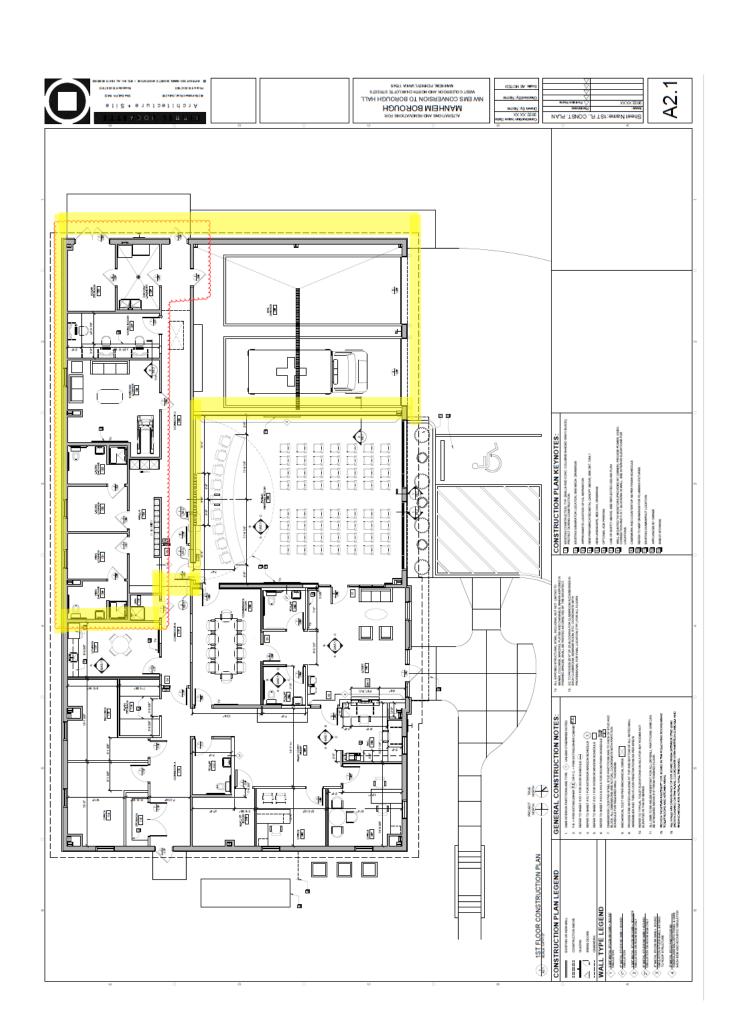
The Parties shall review actual Routine Operating Facility Costs attributable to EMS use after twenty-four (24) months of EMS Unit occupancy. Any adjustment to the annual cost cap or cost sharing structure shall be made only by written agreement of all Parties.

- 5. <u>Information Technology and Communications.</u> PSHLL shall provide their own telephone and internet services, at their own cost and expense.
- 6. <u>Term and Termination</u>. This Agreement becomes effective upon full execution by all parties herein. Any party may terminate this Agreement with the same notice of termination of the EMS Agreements.
- 7. Governing Law. This Agreement is governed by the laws of the Commonwealth of Pennsylvania and disputes will be addressed consistent with the dispute and enforcement provisions of the EMS Agreements.
- 8. <u>Effective Date</u>. This Agreement becomes effective upon full execution by all parties. Cost allocation will begin on the date the EMS unit occupies the Borough EMS Station, as confirmed in writing by the Manheim Manager.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized officers, intending to be legally bound, have executed this Agreement, as of the dates shown below.

The Borough of Manheim, Lancaster County	Penn State Health Life Lion, LLC
By:	By:
Print:	Print:
Title:	Title:
Date:	Date:
Penn Township, Lancaster County	Rapho Township, Lancaster County
By:	By:
Print:	Print:
Title:	Title:
Date:	Date:

EXHIBIT A



LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease Agreement"), made this day of, 2025 by and between the Borough of Manheim, a municipal authority organized and existing under and by virtue of the laws of the Commonwealth of Pennsylvania, with a mailing address of, Manheim, PA (hereinafter "Lessor" or "Borough") and Penn State Health Life Lion, LLC, a domestic limited liability company located at 100 Crystal A Drive, Hershey, PA 17033 (hereinafter "Lessee" or "PSHLL").	
WITNESSETH:	
WHEREAS , the Lessor is the owner of the certain property known as the Borough of Manheim Municipal building located at 60 West Colebrook Street, Manheim Pennsylvania ("Municipal Building") which property is presently available for use; and	
WHEREAS, the Lessee is engaged in the provision of emergency medical basic and advanced life support services in Lancaster County region; and	
WHEREAS, the Lessee is presently contracted by the Lessor to provide both basic and advanced life support services to the residents of the Borough of Manheim ("EMS Services Agreement") and also surrounding municipalities; and	
WHEREAS, the Lessor is willing to lease to the Lessee and the Lessee is willing to lease from Lessor office space and a garage bay at the Municipal Building hereinafter "Leased Premises") for the Initial Term of this Lease Agreement and any Extended Terms.	
NOW, THEREFORE , the Parties hereto, intending to be legally bound, mutually agree as follows:	
(1) The Lessor, for and in consideration of the sum One Dollar (\$1.00) per year and such other good and valuable consideration as set forth herein below ("Rent"), does hereby lease unto Lessee, subject to the following provisions of this Lease Agreement, the Leased Premises, containing an office and two (2) garage bays and other space of approximately () square feet in area, sufficient in size to house the PSHLL response vehicle/ambulances in the Municipal Building and further depicted on Exhibit "A". As additional consideration Lessee shall provide to residents of the Borough both basic and advanced life support services pursuant to the terms and conditions contained in the EMS Services Agreement.	
(2) The Lessee agrees to and accepts to lease the Leased Premises and covenants that the Leased Premises shall be used solely and exclusively for the operation of PSHLL EMS functions and for no other purpose.	
(3) Lessee agrees to comply with all Borough Zoning and Land Development	

Ordinances.

regulations and other applicable ordinances. Borough represents and warrants that such use of the Leased Premises by PSHLL set forth herein is a permitted use under the Borough Zoning

- (4) Term. This Lease Agreement shall be coterminous with the term of the EMS Services Agreement, commencing on December 15, 2025 and terminating on December 31, 2029, a period of Four (4) years (hereinafter the "Initial Term"). Lessee shall have the right to extend the Initial Term for an additional period to be coterminous with any extension of the EMS Services Agreement (the "Extended Term"), by notice to Lessor before the expiration of the Initial Term. Lessee may elect to exercise its option to extend the Initial Term by giving Lessor written notice of such election at least ninety (90) days prior to the expiration of the then-current term of this Lease Agreement. Upon satisfaction of the notice requirements to Lessor, this Lease Agreement shall be extended for such Extended Term upon the same terms, conditions, and covenants as are contained in this Lease Agreement. Upon exercising such renewal, Lessor within thirty (30) days of receipt of said notice shall notify Lessee in writing of the Rent for such Extended Term, otherwise the Rent shall remain the same for the Extended Term. As used herein, the "Term" shall mean collectively the Initial Term and any Extended Term. This Lease Agreement shall terminate upon the termination of the EMS Service Agreement between the Lessor and the PSHLL.
- (5) Except an assignment to a wholly owned subsidiary or affiliate entity providing the same services set forth in Section (2) hereof, the Lessee shall not convey, assign, or alienate this Lease Agreement or any part of the Leased Premises leased hereunder, nor sublet any part or whole of same without prior express written consent of Lessor.
- Premises occasioned by the use of the Leased Premises by employees of Lessee during the term of this Lease Agreement including, but not limited to, damage to interior walls, damage to floor due to fuel or oil spillage, doors damaged due to Lessee's improper or negligent operation of the same. Lessee shall not commit or suffer to commit any waste upon the said Leased Premises or any nuisance or other act or thing which may disturb the quiet enjoyment of Lessor or a member of the public. Notwithstanding the forgoing, normal wear and tear are excepted.
- (7) <u>Maintenance</u>. The Lessee shall be responsible for custodial services needed to keep the areas under control of Lessee, clean, free of trash and safe. Lessor shall be responsible for maintenance and repairs to the Premises without passthrough to Lessee provided said maintenance and repairs are not the result of Lessee's negligence or malfeasance as defined herein. Lessee shall permit the Lessor and the Lessor's agents, representatives and employees to enter the Leased Permises at all reasonable times for the purpose of inspection, repair or any other purpose necessary to protect Lessor's interest in the Leased Premises or to perform Lessor's duties as specified under this Lease Agreement.
- [8] Insurance. Lessee shall carry during the term of this Lease Agreement, in a form reasonably satisfactory to Lessor, general liability insurance which shall include coverage for bodily and personal injuries, including death, and damage to real and personal property, in a total amount of not less than Two Million (\$2,000,000.00) Dollars for each occurrence and the amount of not less than Two Million (\$2,000,000.00) Dollars in the aggregate limit. Lessee shall also carry auto liability insurance in a total amount of not less than Two Million (\$2,000,000.00) Dollars. Lessee shall provide to Lessor copies of certificates of insurance evidencing the procurement of insurance pursuant to this provision. On Lessee's general liability insurance policy, Lessor shall be listed as an additional insured. The general liability insurance procured by Lessee shall be considered primary and any and all insurance procured by Lessor, if any, shall be secondary.

- (9) <u>Indemnification of Lessor</u>. Lessee shall indemnify and save Lessor harmless from and against all claims, actions and damages, liability and expenses in connection with loss of life, personal injury, environmental contamination and/or damage to property arising from or out of any occurrence in, upon, or at the Leased Premises, to the extent caused by Lessee to the Leased Premises or any part thereof, or its operation, maintenance or care of Lessee's equipment on the Leased Premises, or occasioned wholly or in part by any act or omission of Lessee, Lessee's agents, its employees, licensees, or invitees to include members of the general public using the Leased Premises only to the extent that such liabilities arise from an action which can be properly brought against Lessor as an exception to applicable immunity. Notwithstanding the foregoing, the Lessor does not waive its immunity provided in accordance with the Political Subdivision Tort Claims Act, 42. Pa.C.S.A. § 8541 *et. seq.*, or any other applicable statute providing immunity, nor has Lessor waived the limits of liability set forth in said statutes. Lessor does not in any manner waive its rights and immunities provided by applicable law and/or regulation by entering into this Lease Agreement. This paragraph shall survive termination of this Agreement.
- (10) <u>Liabilities</u>. Lessor hereby expressly disclaims any and all liability for damage to the PSHLL response vehicle/ambulance stored in the Leased Premises except to the extent caused by the negligence or malfeasance of the Lessor. Lessee shall be liable for any damage to Lessor's property arising from Lessee's negligence (including, but not limited to the carrying on of unauthorized activities in the Leased Premises or the storage of flammables in the Leased Premises and/or in the PSHLL response vehicle/ambulance other than fuel and oil in the PSHLL response vehicle/ambulance's tank). Lessee hereby releases Lessor from any and all liability for damage caused to Lessee's response vehicle/ambulance or other property and for any and all injuries caused to Lessee, or Lessee's guests, employees or agents except to the extent caused by the negligence of the Lessor.
- (11) <u>Smoking and Tobacco</u>. Smoking and tobacco products are not permitted within any part of the Leased Premises occupied by the Lessee.
- (12) <u>Utilities and Taxes.</u> Lessee shall be responsible for the cost of telephone and broadband service provided directly to Lessee. Lessee is permitted to make alterations necessary to bring telephone and broadband services into the Premises. Electric, heat, water, sewer, any real estate taxes associated with the Leased Premises, and any other service except those specifically listed herein for the use of Lessee at the Leased Premises during the said Term shall be the responsibility of the Lessor.
- (13) <u>Sublease/Assignment</u>. Lessee shall not assign or sublease this Lease Agreement without the prior written consent of the Lessor in each instance unless assignment is to another wholly-owned corporate entity of Penn State Health Life Lion, LLC, known as PSHLL or Lessor herein, or Penn State Health. Unauthorized storage of response vehicles/ambulances not owned by or leased to Lessee shall be construed as a prohibited assignment or sublease and shall be grounds for termination of this Lease Agreement. Approved sublease lessees shall conform to this Lease Agreement. Lessee shall assume responsibility for sublease Lessee activities.
- (14) <u>Rules and Regulations</u>. Lessee agrees to observe and obey such rules and regulations with respect to the use of the Leased Premises as promulgated in writing by Lessor and

attached hereto as Exhibit "B", as may be amended from time to time by Lessor. Lessee shall not conduct nor permit to be conducted on said Leased Premises any unlawful business, and shall not conduct or permit to be conducted upon said Leased Premises any activity, acts or business which will endanger the Leased Premises by reason of fire or cause a forfeiture or cancellation of any insurance coverage that Lessor may now or hereafter carry on the Leased Premises. Lessee's use and occupancy of said Leased Premises shall be in accordance with the rules and regulations of any governmental agency, body or legislature regulating or governing said operation.

- altered or improved any portion of the Leased Premises without the prior written consent of the Lessor in each instance, plans for any alterations or improvements shall be submitted to the Lessor at least forty-five (45) days prior to the proposed date of commencement of the alterations or improvements. If the Lessor fails to respond to such written request within forty-five (45) days after submission, the request shall be deemed to have been rejected by the Lessor. Any alterations or improvements provided by Lessee shall be free of any mechanic's, material men's, or laborer's liens. Lessee shall provide to Lessor a waiver of rights to file a lien by Lessee and any contractor or supplier providing products or services for such improvements. The Parties hereby agree and understand that there are no capital improvements to be made by Lessor during the Term of the Lease. If Lessee so desires, Lessee can provide written notification to Lessor of any alterations or improvements requested of Lessor, which Lessor will consider at its sole and absolute discretion.
- (16) <u>Termination of Possession</u>. If Lessee fails to make any payment of Rent due hereunder within thirty (30) days of the date on which such payment is due or if Lessee is in default of any other provision of this Lease Agreement, including the rules and regulations mentioned above. Lessor may, after fifteen (15) days prior Notice to Lessee to cure said missed payment, at its option, terminate this Lease Agreement following a sixty (60) day written notice to Lessee to cure the default(s). In the event of an uncured default as defined above, Lessor may terminate Lessee's rights to rent the Leased Premises and pursue any other remedies available under the laws of the Commonwealth of Pennsylvania. In the event of an uncured event of default by Lessee, Lessor shall be entitled to collect from Lessee, in addition to any damages, all reasonable costs, fees and expenses, including reasonable attorneys' fees, incurred by Lessor in pursuing its remedies.

In the event that Lessor terminates this Lease Agreement for any of the above events of default, the Leased Premises shall revert to Lessor and any and all rights to the Leased Premises held by Lessee shall cease in their entirety, and Lessee shall vacate the Leased Premises within thirty (30) days of the date of notice that this Lease Agreement is terminated.

(17) Acceptance of Breach. Acceptance by Lessor of any of the said Rent at any time after the same shall become due, after an uncured event of default has been made in the payment thereof, or any failure to enforce any of the rights herein reserved to Lessor, or any of the penalties, forfeitures or conditions contained herein, shall not in any way be considered a waiver of the right to enforce the same at any time, without any notice whatsoever, and any attempt to collect the Rent through one proceeding shall not be considered as a waiver of the right to collect the same by another proceeding, but all of the rights and remedies of Lessor hereunder may be enforced concurrently, successively or in the alternate, at Lessor's sole discretion. In addition, no waiver

of a breach of any of the covenants of this Lease Agreement shall be construed to be a waiver of any succeeding breach of the same or any other covenant.

- (18) <u>Termination</u>. Upon the termination of this Lease Agreement as provided herein, Lessee shall remove all of its personal property, if any, located within the Leased Premises on or before the last day of the Term. This Lease Agreement may be terminated upon ninety (90) days written notice by either Party. This Lease Agreement shall also terminate automatically upon the date of termination of the EMS Services Agreement.
- Agreement or otherwise desired to be delivered by one Party to the other, shall be effective only if in writing which is (i) personally delivered to such Party at its address set forth below (or to such other place as the Party to receive such notice shall have specified by notice in advance thereof); (ii) sent by certified mail with postage prepaid, return receipt requested to such Party at such address; (iii) sent by Federal Express or other similar air couriers; or (iv) sent by facsimile transmission or electronic mail transmission (with a copy sent by first class mail). Notice shall be deemed given upon personal delivery, two (2) business days following mailing, one (1) business day following deposit with an air courier or upon transmission of a facsimile or electronic mail. Notices shall be deemed properly addressed if given at the following addresses:

If to the Lessor: Manheim Municipal Building 60 West Colebrook Street, Manheim, PA 17545

With a copy to: Daniel P. Becker Kozloff Stoudt Attorneys 2640 Westview Drive Wyomissing, PA 19610

Camp Hill, PA 17011

_____, VP Ambulatory Development

Penn State Health MC: CA275 P.O. Box 804 Hershey, PA 17033-0804

- (20) Governing Law. This Lease Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. Any disputes arising out of or in any way relating to this Agreement shall be resolved only in the Lancaster County Court of Common Pleas. Jury trial is waived. In the event that litigation arises between the parties regarding the enforcement of this Lease Agreement, legal fees and costs incurred by the Lessor shall be paid by the Lessee if the Lessor is successful. If any provision of this Lease Agreement shall be declared invalid by judicial determination, or by Act of the Pennsylvania General Assembly, or by act of any other legislative body with authority to affect this Lease Agreement, only such provision so declared invalid shall be thus affected, and all other provisions not inconsistent therewith or directly dependent thereon shall remain in full force and effect.
- (21) <u>Jurisdiction</u>. This Lease Agreement shall be deemed to be made under and shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania without regard to its principles of conflicts of law. Each of the parties to this Lease Agreement irrevocably and unconditionally (a) agrees that any suit arising out of this Lease Agreement shall be brought and adjudicated in the Court of Common Pleas of Lancaster County, Pennsylvania, (b) submits to the exclusive jurisdiction of the said Court of Common Pleas for the purpose of any such suit, and (c) waives and agrees not to assert by way of motion, as a defense or otherwise in any such suit, any claim that such party is not subject to the jurisdiction of the said Court of Common Pleas, that such suit is brought in an inconvenient forum or that the venue of such suit is improper.
- (22) <u>Severability</u>. The invalidity or unenforceability of any provision of this Lease Agreement will not affect the validity or enforceability of any other provision.
- (23) <u>Multiple Counterparts</u>. This Lease Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument. Signatures obtained electronically (in .pdf, .tiff, .jpeg or similar format) or by facsimile transmission shall have the same effect as an original.
- (24) Entire Agreement. It is expressly understood and agreed by and between the Parties hereto that this Lease Agreement sets forth all the promises, agreements, conditions, and understandings between Lessor and Lessee relative to the leasing of the Leased Premises and that there are no promises, agreements, conditions, or understandings, either oral or written, between them other than set forth herein. It is further understood and agreed that, except as herein otherwise provided, no subsequent alteration, amendment, change, or addition to this Lease Agreement shall be binding upon Lessor and Lessee unless reduced to writing and signed by both of them.
- (25) <u>Relationship</u>. The relationship of the parties hereto shall be that of Lessor and Lessee and nothing contained herein shall be construed to change or modify that relationship so as to make Lessor and Lessee partners, joint venturers or debtor and creditor.

- (26) <u>Time is of the Essence</u>. The time for performance of the Parties' duties and obligations set forth herein is deemed to be of the essence.
- (27) <u>Captions</u>. The captions or titles to the various paragraphs of this Lease Agreement are for convenience and ease of reference only and do not define, limit, augment or describe the scope, content or intent of this Lease Agreement or of any of the parts thereof.

IN WITNESS WHEREOF, the Parties each by an authorized representative have hereunto set their hands and seals the day and year set forth below.

ATTEST:	
LESSOR: Borough of Manheim	LESSEE: Penn State Health Life Lion, LLC
By:	By:
Print:	Print:
Title:	Title:
Date:	Date:

EXHIBIT "A"

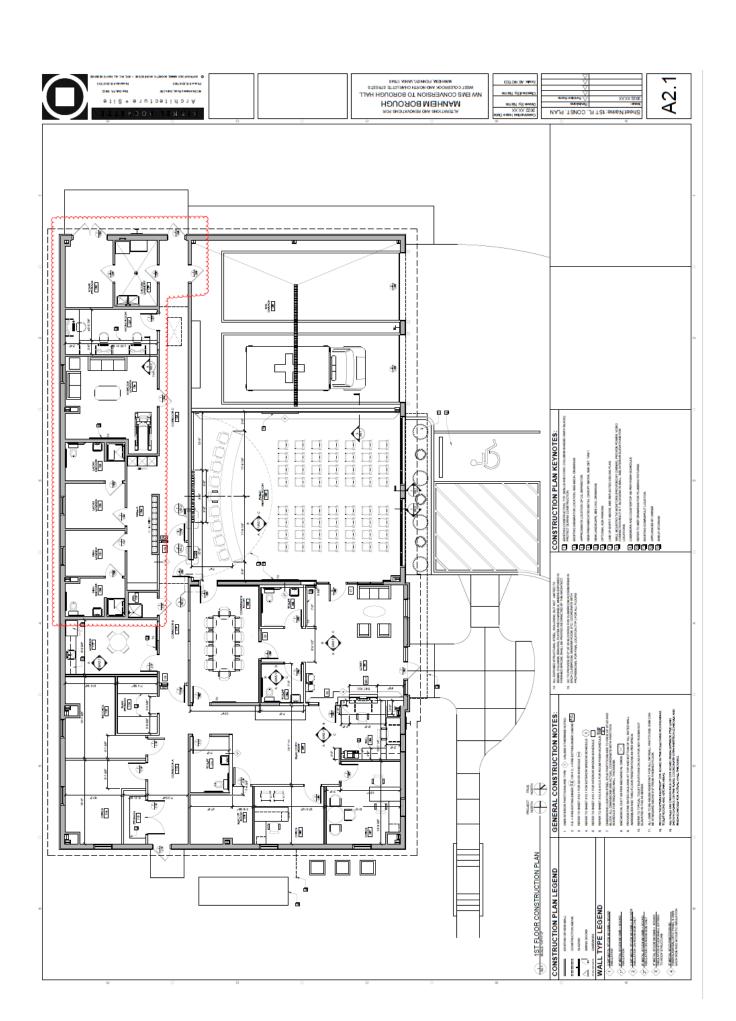


EXHIBIT "B"

Rules and Regulations

These rules and regulations are appended to and constitute an integral part of the Lease Agreement.

- 1. No articles deemed unusually hazardous on account of fire and no explosives shall be brought into the Leased Premises. All requirements of constituted public authorities applicable to the conduct of Lessee's business, or use of the Leased Premises, shall be complied with, and Lessee shall save the Lessor harmless from penalties, fines, costs, expenses, or damages resulting from failure to so comply.
- 2. As promptly as shall be possible under the circumstances then existing, written notice of any accident, fire, casualty, or damage occurring on or about the Leased Premises shall be given by Lessee to Lessor.
- 3. All garbage, rubbish and refuse shall be kept in proper containers. Lessee, shall dispose of all garbage, rubbish and refuse expeditiously, not placing, or allowing to be placed, any rubbish outside the Leased Premises at any time, except immediately prior to a scheduled or anticipated pickup. Lessee shall be solely responsible for disposing any and all medical waste arising from Lessee's EMS Services.
- 4. The Leased Premises shall be kept in a clean, orderly and in a sanitary condition, free from objectionable odors and from insects, vermin or other pests.
- 5. Passageways, if any, used in common with Lessor shall at all times be kept clear and unobstructed.
- 6. The parties acknowledge that certain federal, state and local laws, regulations and guidelines are now in effect, and that additional laws, regulations and guidelines may hereafter be enacted, relating to or affecting the Premises, concerning the impact on the environment of the use, maintenance and operation of the structure on the Premises. The Lessee will not cause, or permit to be caused, any act or practice, by negligence, omission, or otherwise, that would adversely affect the environment or do anything or permit anything to be done that would violate any of said laws, regulations or guidelines.
- 7. The Lessee shall notify the Lessor of staffing changes affecting the Lessee's personnel access. The Lessor and Lessee shall coordinate facility access, security protocols, and emergency procedures before occupancy. Operational issues affecting EMS operations will be reported promptly to the Lessor's Manager and addressed cooperatively.